

**November 06, 2012
City Commission Room, 700 N. Jefferson, Junction City KS 66441**

**Mayor Pat Landes
Vice Mayor Jim Sands
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jack Taylor
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken**

1. 7:00 P.M. - CALL TO ORDER

A. Moment of silence

B. Pledge of Allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

a. Consideration of Appropriation Ordinance A-21-2012 dated 10-9-2012 to 10-29-2012 in the amount of \$1,133,206.59

b. Consideration of the Minutes for the October 16, 2012 City Commission meeting.

c. Consideration and approval of purchase of two trucks for meter reading (1 new purchase & 1 purchased with insurance proceeds).

d. Consideration and approval of Memorandum of Understanding (MOU) Agreement between Fort Riley, Kansas and City of Junction City, Kansas for River Walk Trail.

e. Consideration to purchase eight portable radios.

f. The consideration and approval of the 2013 Cereal Malt Beverage Licenses.

g. Consideration of letter of support for the Geary County Senior Citizen's Center KDOT operating assistance grant.

4. SPECIAL PRESENTATIONS:

a. Ft. Riley housing update by Colonel William J. Clark

5. PUBLIC HEARING:

- [a.](#) A Public Hearing to consider condemnation of property at 227 E 1st St and approval of Resolution 2670.
- [b.](#) A Public Hearing to consider condemnation of property at 239 E 7th St and approval of Resolution 2671.
- [c.](#) A Public Hearing to consider condemnation of property at 305 E 8th St and approval of Resolution 2672.

6. UNFINISHED BUSINESS:

- [a.](#) Consideration and approval of airport hangar land lease document and determination of price per square foot for lease renewal.

7. NEW BUSINESS:

- [a.](#) Consideration to approve the amendment to Jupiter, Kansas Inc. lease to provide needed gap financing to the company through 2013.
- [b.](#) Consideration of Ordinance G-1123; TA-07-01-2012, recommendation of the Metropolitan Planning Commission to amend the Junction City Zoning Regulations concerning permitted home occupations and restrictions thereof and concerning limitations on Day Care Homes.
- [c.](#) Consideration of Ordinance G-1117 and Resolution R-2674 Amendment for Right-of-way Management
- [d.](#) Consideration of Ordinance G-1118 and Resolution R-2673 a Grease Management Program Ordinance within the Utilities, Title VII, Chapter 705, Sewers, of City Code, Referred to as Article III, Grease Management Program.

8. COMMISSIONER COMMENTS:

9. STAFF COMMENTS:

10. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-21-2012 dated 10-9-2012 to 10-29-2012 in the amount of \$1,133,206.59

City of Junction City

City Commission

Agenda Memo

Nov 6th, 2012

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: **City Commissioners**
Subject: Consideration of Appropriation Ordinance A-21 2012 dated—Oct 9th-Oct 29th 2012 in the amount of \$ 1,133,206.59

Background: Attached is listing of the Appropriations for —Oct 9 2012-Oct 29 2012

Appropriations —Oct 9-Oct 29 2012

Bill Due before Next Commission

Petty Cash	\$2,266.80
Fuel Bill	\$26,374.36

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	LOYAL AMERICAN LIFE INSURANCE COMPANY	10/04/12	CANCER PLAN	362.06
			10/04/12	CANCER PLAN	8.53
			10/19/12	CANCER PLAN	353.53
		FAMILY SUPPORT PAYMENT CENTER (MISSOUR	10/19/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	26,694.33
			10/19/12	SOCIAL SECURITY WITHHOLDIN	3,470.34
			10/19/12	MEDICARE WITHHOLDING	3,358.75
		ING LIFE INSURANCE & ANNUITY COMPANY	10/19/12	ING	3,047.27
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/04/12	AMERICAN UNITED LIFE	543.59
			10/04/12	AMERICAN UNITED LIFE	8.32
			10/19/12	AMERICAN UNITED LIFE	535.27
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	10/19/12	FIREFIGHTERS AID ASSOCIATI	107.50
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	3,487.71
			10/04/12	PHS EMPLOYEE	19.33
			10/19/12	PHS EMPLOYEE	3,352.40
			10/04/12	PHS EMP/CHILD	890.92
			10/19/12	PHS EMP/CHILD	890.92
			10/04/12	PHS EMP/SPOUSE	1,139.16
			10/19/12	PHS EMP/SPOUSE	1,139.16
			10/04/12	PHS FAMILY	1,757.60
			10/19/12	PHS FAMILY	1,757.60
		SHEA, CARVER & BLANTON	10/19/12	SHEA, CARVER & BLANTON	302.38
		CONTINENTAL AMERICAN INSURANCE COMPANY	10/04/12	CAIC	99.13
			10/19/12	CAIC	99.13
		CITY OF JUNCTION CITY	10/04/12	CITY OF JUNCTION CITY (G-F	46.50
			10/19/12	CITY OF JUNCTION CITY (G-F	47.75
			10/04/12	TELEPHONE REIMBURSEMENT	25.50
			10/19/12	TELEPHONE REIMBURSEMENT	25.50
			10/04/12	TELEPHONE REIMBURSEMENT	156.72
			10/04/12	TELEPHONE REIMBURSEMENT	6.62
			10/19/12	TELEPHONE REIMBURSEMENT	150.10
		KANSAS PAYMENT CENTER	10/19/12	GARNISHMENT	457.02
			10/19/12	GARNISHMENT	258.46
			10/19/12	KANSAS PAYMENT CENTER	851.24
		COLONIAL SUPPLEMENTAL INSURANCE	10/04/12	COLONIAL INSURANCE	13.00
			10/19/12	COLONIAL INSURANCE	13.00
			10/04/12	COLONIAL INSURANCE	16.90
			10/19/12	COLONIAL INSURANCE	16.90
		BERMAN & RABIN, P. A	10/19/12	09LM125	379.25
		MICHIGAN STATE DISBURSEMENT UNIT	10/18/12	GARNISHMENT-2010768564DM	74.89
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	674.83
			10/04/12	DELTA DENTAL OF KANSAS	5.33
			10/19/12	DELTA DENTAL OF KANSAS	669.50
		FIREMEN'S RELIEF ASSOCIATION	10/19/12	FIREMANS RELIEF	190.92
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	10/19/12	I.A.F.F. LOCAL 3309	903.00
		JUNCTION CITY POLICE	10/19/12	JCPOA	730.00
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	10,357.26
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	1,735.06
			10/19/12	KP&F	11,794.25
			10/19/12	KPERS #2	2,058.52
		POLICE & FIREMEN'S	10/04/12	POLICE & FIRE INSURANCE	1,179.00
			10/19/12	POLICE & FIRE INSURANCE	1,173.25
		FLEXIBLE SPENDING ACCOUNT #41807030	10/19/12	FIRST STATE BANK	1,777.99
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/04/12	AFLAC	91.91
			10/19/12	AFLAC	91.91
			10/04/12	AFLAC BEFORE TAX	1,287.01

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/19/12	AFLAC BEFORE TAX	1,287.01
		ROLLING MEADOWS GOLF COURSE	10/19/12	ROLLING MEADOWS GOLF COURSE	20.83
		UNITED WAY OF JUNCTION CITY-GEARY COUN	10/19/12	UNITED WAY	218.90_
				TOTAL:	92,365.61
GENERAL FUND	GENERAL FUND	COLLECTION BUREAU OF KANSAS INC	10/24/12	COURT-AUGUST 2012-COLLECTI	25.00
			10/19/12	WATER-SEPT.COLLECTION FEE	56.60_
				TOTAL:	81.60
INFORMATION SYSTEMS	GENERAL FUND	MISSION ELECTRONICS	10/19/12	Inter Display - 33%	1,484.67
			10/19/12	Inter Display -Mount	28.05
			10/19/12	Inter Display -shipp	20.19
		CENTURYLINK COMMUNICATION, INC.	10/29/12	INFORMATION SYSTEMS	14.30
			10/19/12	INFORMATION SYSTEMS	14.30
		INCODE	10/09/12	Accounts Payable - AM	1,986.48
			10/09/12	Acucorp AcuServer - AM	689.94
			10/09/12	Baisc Network Support - AM	827.70
			10/09/12	Distributed Time Sheet Ent	1,726.02
			10/09/12	General Ledger - AM	2,848.91
			10/09/12	General Ledger JE Import -	284.78
			10/09/12	Office Exporter - AM	78.72
			10/09/12	Payroll / Personnel - AM	3,450.88
			10/09/12	Project Accounting - AM	1,381.04
			10/09/12	Purchase Orders - AM	1,986.48
			10/09/12	Special Assessments - AM	1,276.86
			10/16/12	21 Combining Statements	517.07-
			10/16/12	GASB MSDE Module	2,243.59-
		CARD CENTER	9/30/12	VMWare Training - Lodging	641.05
			9/30/12	Phone Lines - Cox	27.71
			9/30/12	Channel 3 Digital Music	34.73
			9/30/12	Refund - Aug Overpayment	27.09-
			9/30/12	UPS Replacement Battery -	144.00
			9/30/12	UPS Replacement Battery -	99.00
			9/30/12	UPS Replacement Battery -	219.00_
				TOTAL:	16,477.06
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	554.74
			10/19/12	MEDICARE WITHHOLDING	129.75
		ING LIFE INSURANCE & ANNUITY COMPANY	10/19/12	ING	334.62
		AUSA	10/17/12	2012-LARRY HICKS	110.00
		MISSION ELECTRONICS	10/19/12	Inter Display - 33%	1,484.67
			10/19/12	Inter Display -Mount	28.05
			10/19/12	Inter Display -Shipp	20.19
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	347.92
			10/19/12	PHS EMPLOYEE	347.93
		CENTURYLINK COMMUNICATION, INC.	10/29/12	ADMINISTRATION	220.02
			10/29/12	ADMINISTRATIVE SERVICES	14.30
			10/19/12	ADMINISTRATION	175.94
			10/19/12	ADMINISTRATIVE SERVICES	14.30
		TELEPLUS SOLUTIONS	10/15/12	Lower Rates / Switch to Co	451.15
			10/15/12	Cell Phone Zero Useage	25.10
			10/15/12	FAX Server DID Trunk Cost	73.38
		STAPLES ADVANTAGE	10/10/12	BRTH LABLE TAPE & 3000 LAB	91.81
			10/10/12	2 BNDR 3" 11X17 W/LBH, WH	41.63
			10/29/12	ECONOMY BOXES,LABELS	37.65
		SEMINOLE ENERGY SERVICES,	10/29/12	700 N JEFF-GAS-SEPT 2012	60.87

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CHERYL BEATTY	10/19/12	ATTEND SEMINAR WICHITA	124.88
			10/29/12	TAXI CAB RECIEPTS-AUSA-	20.00
			10/19/12	LKM CONFERENCE	35.05
		AGENDAPAL CORPORATION	10/17/12	Agenda Pal	449.00
		MIZE & HOUSER COMPANY	10/26/12	BEATTY, SCHNURR & JUNGHANS	150.00
		COLLECTION BUREAU OF KANSAS INC	10/24/12	CODES-AUGUST 2012-COLLECTI	3.53
		CITY OF JUNCTION CITY PARKS AND REC	10/24/12	WELLNESS-2 GIFT CERT-\$50.0	100.00
		LIBERTY MUTUAL INSURANCE CO	10/29/12	SCHNURR BOND 12-12/12-13	225.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	38.19
			10/19/12	DELTA DENTAL OF KANSAS	38.19
		GEARY COUNTY TREASURER	10/17/12	GEARY COUNTY TREASURER	34.49
		KEY OFFICE EQUIPMENT	10/24/12	FILES.PENS/STAPLES/TAPE/MI	196.20
			10/22/12	PERSONNEL FILE FOLDERS	35.06
			10/22/12	LEGAL WRITING PADS	10.12
		KANSAS GAS SERVICE	10/25/12	133 W 7TH-(OPERA)-SEPT 201	34.30
			10/25/12	700 N JEFFERSON-SEPT 2012	25.02
			10/25/12	701 N JEFFERSON-EDC	38.01
		WESTAR ENERGY	10/25/12	601 E CHESTNUT-SEPT 2012	337.62
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	212.61
			10/19/12	KPERS #2	472.31
		MOORE MEDICAL LLC	9/25/12	FLU VACCINE	916.90
			9/21/12	FLU VACCINE SYRINGES	7.99
		MONTGOMERY COMMUNICATIONS INC	10/29/12	G-1120 FRANCHISE AGREEMENT	19.79
			10/29/12	G-1122 POLICE DEPT ROAD OB	19.79
			10/29/12	G-1122 CITY PROSECUTOR	17.65
			10/29/12	G-1116 TRAFFIC CODE	19.79
			10/29/12	G-1121 DUI ORDINANACE	21.93
		CARD CENTER	10/17/12	WALMART-BOTTLED WATER	4.36
			10/17/12	GVO-CLASS REGISTRATION	85.00
			10/17/12	DILLONS-CHIPS/ANIMAL CONTR	6.94
			10/17/12	KITES GRILL/BAR-LUNCH	13.88
			10/17/12	WALMART-HOAMBRECKER RECEPT	23.56
			10/17/12	WALMART-HOAMBRECKER RECEPT	11.96
			10/17/12	CHINESE CHEF-LUNCH/ANIMAL	60.00
			10/17/12	SUBWAY-SANDWICH PLATTER	29.85
			10/17/12	WALMART-FRUIT TRAY-BAGEL Y	38.24
			10/17/12	WALMART-STEVE'S CAKE	24.48
			10/17/12	PIZZA HUT-STEVE'S WINGS	54.75
			9/30/12	Phone Lines - Cox	109.25
			9/30/12	Chamber - Phone Lines - Co	38.48
			9/30/12	EDC - Phone Lines - Cox	60.01
			10/08/12	WM-ITEMS FOR WELLENSS COM	266.58
			10/17/12	WALMART-BATTERIES	6.54
			10/17/12	KS DEPT LABOR-SEMINAR	140.00
			10/17/12	HYATT HTL-STAY FOR SEMINAR	150.44
			10/17/12	COURTYARD MARRIOTT-ROTARY	11.00
			10/17/12	SUBWAY-BUSINESS LUNCH	15.53
			10/17/12	ALLIANCE INNOVATION-WEBINA	249.00
			10/17/12	BAKER UNIVERSITY-MANAGER L	7.00
			10/17/12	KITES-BUSINESS LUNCH	16.27
			10/17/12	KUCMAT-CONFERENCE BANQUET	55.00
			10/17/12	COURTYARD MARRIOTT-ROTARY	11.00
			10/17/12	ICMA-PUBLICATIONS	26.45
			10/17/12	VERNON JEWELERS-RETIRMENT	434.88
			10/17/12	STEVIES-BUSINESS LUNCH	29.10
			10/17/12	COURTYARD MARRIOTT-ROTARY	11.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/17/12	KITES-CSR APPRECIATION LUN	122.77
		CHAMBER OF COMMERCE	10/29/12	MAC BREAKFAST-VERNON,GERRY	12.00
		LATHROP & GAGE LLP	10/18/12	SERVICES RENDERED 9/30/12	4,337.16
			10/18/12	SERVICES RENDERED 9/30/12	431.12
			10/24/12	GEN BUSINESS MATTERS	7,356.32
			10/24/12	SPRING VALLEY RD	406.16
			10/24/12	J.M. SEPT 30, 2012	58.00
		WEST PAYMENT CENTER	10/24/12	SEPT 1-SEPT 30 2012	181.71_
				TOTAL:	23,063.23
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	117.16
			10/19/12	MEDICARE WITHHOLDING	27.40
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	309.26
			10/19/12	PHS EMPLOYEE	309.26
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	21.88
			10/19/12	DELTA DENTAL OF KANSAS	21.88
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #2	169.26
		CARD CENTER	10/17/12	WATERS-CLEANING SUPPLIES	32.77
			10/17/12	REPAIR DOOR/ WATERS	8.99
			10/17/12	AIR FILTERS/ANIM CONT/ WAT	11.97
			10/17/12	PLIERS/WATERS	7.99
			10/17/12	AIR FILTERS/AIR FILTERS PL	563.28
			10/17/12	DISHWASHER FITTING/WATERS	9.49
			10/17/12	AIR BEAR FILTER/CONNELL PL	32.40
			10/17/12	DISHWASHER FITTING/WATERS	9.49-
			10/17/12	MALE AERATOR/REEVES WIEDMA	2.35
			10/17/12	OSHA APPROVED GAS CANS/FAS	724.02
			10/17/12	LETTERS,DOOR SWEEP/WATERS	28.71
			10/17/12	FLUIDMASTER BALLCOCK/WATER	7.99
			10/17/12	MALE AERATOR/REEVES WIEDEM	11.75
			10/17/12	FLUORESCENT LAMP/WESTERN E	62.64
			10/17/12	MALE AERATOR/REEVES WIEDEM	7.05
			10/17/12	MALE AERATOR/REEVES WIEDEM	14.10
			10/17/12	TOWEL,ROOF CEMENT ETC/WATE	22.06
			10/17/12	FROMICA LAMINATE/HOME LUMB	37.25
			10/17/12	WINDOW SEAL/WATERS	12.98
			10/17/12	FLUORSCENT LAMP/WESTERN EX	32.56
			10/17/12	DECK SCREW/WATERS	3.89
			10/17/12	PEGBOARD/WATERS	24.50
			10/17/12	ROOF CEMENT/WATERS	6.99
			10/17/12	FILTERS/AIR FILTERS PLUS	772.72
			10/17/12	UNDERCOATING, ROOF CEM/WAT	35.31
			10/17/12	CUTOFF WHEEL/WATERS	8.49
			10/17/12	WOOD GLUE/DEADLATCH/WATERS	14.85
			10/17/12	UNDERCOATING/OREILLY AUTO	89.88
			10/17/12	KNIFE BLADE, ADHESIVE/HOME	38.55
			10/17/12	CEILING TILE/WATERS	126.00
			10/17/12	PLUG REFILL KIT, BOLT/WATE	7.78
			10/17/12	TIRE REPAIR KIT, SHIELD/WA	14.28
			10/17/12	BIRD PROWLER OWL/GOOD LIFE	118.90
			10/17/12	ECO LAMP/WESTERN EXTRALITE	53.70
		VEOLIA WATER NORTH AMERICA	9/24/12	SPIN CITY-DAVE'S ELECTRIC	616.48_
				TOTAL:	4,529.28
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	410.81
			10/19/12	MEDICARE WITHHOLDING	96.07

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	618.52
			10/19/12	PHS EMPLOYEE	618.52
			10/04/12	PHS EMP/CHILD	154.63
			10/19/12	PHS EMP/CHILD	154.63
			10/04/12	PHS FAMILY	30.93
			10/19/12	PHS FAMILY	30.93
		CENTURYLINK COMMUNICATION, INC.	10/29/12	PARKS	0.00
		TELEPLUS SOLUTIONS	10/15/12	WUPD Office	25.07
			10/15/12	WUPD Internet	12.50
		CENTURY UNITED COMPANIES, INC	10/17/12	Copier - WUPD	42.00
		CENTRAL NATIONAL BANK	10/29/12	LJN LOAN PAYMENT PRINCIPAL	17,627.25
			10/29/12	LJN LOAN PAYMENT INTEREST	3,503.87
		C & M LAWN SERVICES	10/22/12	10/14 - 10/20/12 MOWING	2,766.00
			10/15/12	10/7- 10/13/12 MOWING	337.00
			10/29/12	10/21 - 10/27/12 MOWING	66.00
		TRUGREEN	9/28/12	FERT AND WEED CONTROL	1,784.00
		CONCORDIA TRACTOR	9/18/12	JOHN DEER 997/LABOR	60.00
			9/18/12	JOHN DEER 997/PARTS	225.97
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	47.52
			10/19/12	DELTA DENTAL OF KANSAS	47.52
			10/04/12	DELTA DENTAL OF KANSAS	32.82
			10/19/12	DELTA DENTAL OF KANSAS	32.82
		SECURITY SOLUTIONS INC	10/17/12	RECONNCTED PHONE TO ALARM	60.25
		KANSAS GAS SERVICE	10/25/12	2307 N JACKSON	53.90
			10/25/12	1017 1/2 W 5TH ST	27.50
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	493.02
			10/19/12	KPERS #2	103.25
		MASSCO	10/11/12	DEODORIZER/FOAM SOAP	239.96
		NEX-TECH	10/25/12	PARKS	0.05
		ONE ACCORD	10/16/12	REMOVAL DEAD TREE HOMERS	250.00
		CARD CENTER	9/30/12	WUPD - Telephone	67.43
			10/09/12	HANDGUARD/WATERS	34.00
			10/09/12	CHARIN SHARPENED/WATERS	30.00
			10/09/12	CLEANING SUPPLIES/WALMART	99.40
			10/09/12	PAINT SPRAY/WATERS	40.93
			10/09/12	DRILL BITS/WATERS	60.98
			10/09/12	WEED BARRIER/WATERS	39.55
			10/09/12	PARK HOURS SIGN/SMART SIGN	669.00
			10/09/12	GRASS KILLER/RATHERT/WATER	44.97
			10/09/12	PAINT BRUSH, SAND PAPER/WA	55.24
			10/09/12	WEED EATER STRING/WATERS	56.99
			10/09/12	TRUCK 127, TUNE UP/LABOR/Y	83.47
			10/09/12	TRUCK 127, TUNE UP/PARTS/Y	8.00
			10/09/12	TRUCK 127, TUNE UP/OIL/YAU	45.68
			10/09/12	SPETIC TANK TREATMENT/WALM	77.63
			10/09/12	PENITRATE OLI/WALMART	23.76
			10/09/12	LANDSCAPE TIMBERS/HOME DEP	119.10
			10/09/12	SHARPENER/CHAIN SAW BLADES	129.99
			10/09/12	DRILL BITS/BOLTS/WATERS	33.21
			10/09/12	LETTERS @RIVERWALK P/WATER	4.78
			10/09/12	ANTIFREEZE/ORSCHELN	89.70
			10/09/12	CYPRESS MULCH/WATERS	104.70
			10/09/12	CYPRESS MULCH/WATERS	69.80
			10/09/12	WHEEL GRINDING SHAPRNER/OR	27.98
			10/09/12	SPLIT RAIL FENCE/RWALK/MEN	178.64
			10/08/12	BLACK CABLE TIE/WATERS	9.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CARY COMPANY	10/25/12	DEOD, PAPER TOWELS, MOP HE	177.50_
				TOTAL:	32,335.73
SWIMMING POOL	GENERAL FUND	TELEPLUS SOLUTIONS	10/15/12	Pool Internet	6.00
		SECURITY SOLUTIONS INC	10/19/12	ALARM CITY POOL-1017 W 5TH	15.00
		KANSAS GAS SERVICE	10/25/12	1017 W 5TH	33.97
		CARD CENTER	9/30/12	Pool - Internet Connection	52.95
			9/30/12	Pool - Phone	60.43
			10/09/12	ANTIFREEZE FOR POOL/SPRAY/	218.06
			10/09/12	ANTIFREEZE FOR POOL/SP/ORS	204.52
			10/09/12	ANTIFREEZE FOR POOL/SP/ORS	91.69
			10/09/12	ANTIFREEZE FOR POOL/SP/ORS	100.45
			10/09/12	ANTIFREEZE FOR POOL/SP/ORS	100.45-
				TOTAL:	682.62
AIRPORT	GENERAL FUND	TELEPLUS SOLUTIONS	10/15/12	Airport Internet	6.00
		FIRST NATIONAL BANK	10/29/12	AIRPORT LEASE PRINCIPAL	7,747.56
			10/29/12	AIRPORT LEASE INTEREST	3,118.43
		KANSAS AIR CENTER	10/19/12	OCT 2012-MONTH CONTRACT	1,833.33
		KANSAS GAS SERVICE	10/25/12	AIRPORT MAINTENANCE BLDG	29.93
		CARD CENTER	9/30/12	Airport - Internet Connect	47.95_
				TOTAL:	12,783.20
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	366.14
			10/19/12	MEDICARE WITHHOLDING	85.64
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	309.26
			10/19/12	PHS EMPLOYEE	309.26
			10/04/12	PHS EMP/SPOUSE	154.63
			10/19/12	PHS EMP/SPOUSE	154.63
		CENTURYLINK COMMUNICATION, INC.	10/29/12	GOLF COURSE	150.94
			10/19/12	GOLF COURSE	150.91
		REGELMAN LIQUOR STORE	10/26/12	LIQUOR SUPPLY	93.75
		RAY'S EDGE	10/29/12	CHAIN SAW MAINT/REPAIR	50.25
		HENRICKS GROUP, THE	10/29/12	GOLF BALLS FOR RESALE	63.75
		CROWN DISTRIBUTORS, INC.	10/26/12	BEER SUPPLY	21.38
			10/26/12	BEER SUPPLY	21.38
			10/26/12	BEER SUPPLY	21.38
		DS&O RURAL ELECTRIC	10/25/12	GOLF CLUB HOUSE	1,544.21
			10/25/12	GOLF COURSE	2,799.47
			10/25/12	GOLF COURSE-CART SHED	185.75
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	43.20
			10/19/12	DELTA DENTAL OF KANSAS	43.20
			10/04/12	DELTA DENTAL OF KANSAS	32.82
			10/19/12	DELTA DENTAL OF KANSAS	32.82
		FLINT HILLS BEVERAGE LLC	10/26/12	BEER SUPPLY	22.95
			10/26/12	BEER SUPPLY	45.20
		FOOTJOY	9/21/12	FOOTJOY	78.27
		TITLEIST	10/26/12	SPECIAL ORDER MERCHANDISE	121.00
		SECURITY SOLUTIONS INC	10/26/12	SECURITY MAINT/MONITORING	79.00
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	150.50
			10/19/12	KPERS #2	273.47
		NEX-TECH	10/25/12	GOLF COURSE	14.37
		SNACK EXPRESS	10/26/12	FOOD/VENDING	17.55
			10/26/12	FOOD/VENDING	15.60
			10/26/12	FOOD/VENDING	54.00
			10/26/12	FOOD/VENDING	18.85

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/26/12	FOOD/VENDING	27.00
		CARD CENTER	10/09/12	DILLONS #0044	9.51
			10/09/12	WATERS TRUE VALUE	11.47
			10/09/12	DILLONS #0044	11.99
			9/30/12	Golf - Internet Connection	59.95
			10/09/12	SEEDER RENTAL/WATERS	337.50
			10/09/12	MILLESON AUTO SUPPLY J.C.,	91.56
			10/09/12	WATERS TRUE VALUE J.C.,KS	129.77
			10/09/12	MILLESON AUTO SUPPLY J.C.,	15.56
			10/09/12	MILLESON AUTO SUPPLY J.C.,	34.98
			10/09/12	WATERS TRUE VALUE J.C.,KS	8.19
			10/09/12	MILLESON AUTO SUPPLY J.C.,	83.82
			10/09/12	MILLESON AUTO SUPPLY J.C.,	31.92
			10/09/12	WALSH CUSTOMS & COLL. J.C.	200.00
			10/09/12	WALSH CUSTOMS & COLL. J.C.	109.62
			10/09/12	WAL MART#0043	1.08
			10/09/12	WAL MART#0043	44.82
			10/09/12	KEY OFFICE EQUIP J.C.,KS	8.89
			10/09/12	WAL MART #0043	74.70
			10/09/12	DILLONS #0044	20.95
			10/09/12	DILLONS #0044	18.43
			10/09/12	DILLONS #0044	15.57
			10/09/12	DILLONS #0044	58.93
			10/09/12	WAL MART #0043	79.68
		SAM'S CLUB	10/25/12	NEW MEMBER CARD	35.00
			10/25/12	BATHROOM TISSUE	128.67
			10/25/12	KETCHUP,BUNS,MUSTARD	25.50
			10/25/12	FOLGERS,12-20 OZ LIDS AND	93.70
		TIELKE ENTERPRISE, LLC	10/26/12	SANDWICHES	146.42
			10/26/12	SANDWICHES	22.82
			10/26/12	SANDWICHES	31.85
			10/26/12	SANDWICHES	29.69_
				TOTAL:	9,525.07
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	46.95
			10/19/12	MEDICARE WITHHOLDING	224.92
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	1,111.05
			10/19/12	PHS EMPLOYEE	1,111.06
			10/04/12	PHS FAMILY	154.63
			10/19/12	PHS FAMILY	154.63
		CENTURYLINK COMMUNICATION, INC.	10/29/12	AMBULANCE	46.49
			10/19/12	AMBULANCE	46.49
		TELEPLUS SOLUTIONS	10/15/12	Fire Station 2	9.69
			10/15/12	Fire Station 2 Internet	6.25
		WITMER PUBLIC SAFETY GROUP, INC	10/08/12	PRO-TECH GLOVES	462.00
			10/08/12	PRO-TECH GLOVES	315.00
			10/08/12	PRO-TECH GLOVES	45.00
		KA-COMM	10/29/12	SERVICE CONTRACT/MAINT AMB	173.50
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	133.60
			10/19/12	DELTA DENTAL OF KANSAS	133.60
			10/04/12	DELTA DENTAL OF KANSAS	32.82
			10/19/12	DELTA DENTAL OF KANSAS	32.82
		KANSAS GAS SERVICE	10/25/12	700 N JEFFERSON-SEPT 2012	25.03
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	69.54
			10/19/12	KP&F	3,205.91
		NEX-TECH	10/25/12	AMBULANCE	0.05

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		OMNI BILLING	10/03/12	SEPT 2012 AMBULANCE BILLIN	5,202.26
		CARD CENTER	9/30/12	IPAD Stylus 17 ea	31.23
			9/30/12	IPAD Cover - 2ea	54.88
			9/30/12	Phone Lines - Cox (50%)	49.25
			9/30/12	Fire #2 Internet Connect -	49.98
			9/30/12	Fire Station 2 - Phone 50%	50.58
			10/10/12	AIRGAS/MEDICAL OXYGEN	63.63
			10/10/12	AIRGAS/MEDICAL OXYGEN	96.13
			10/10/12	STAPLES/JANITORIAL SUPPLIE	569.10
			10/10/12	AIRGAS/MEDICAL OXYGEN	31.50
			10/10/12	KEYOFFICE/OFFICE SUPPLIES	27.84
			10/10/12	PWWLLC/BILLING MANUAL	45.00
			10/10/12	AUTOZONE/BATTERY MED1	135.37
			10/10/12	WALMART/JANITORIAL SUPPLIE	156.04
			10/10/12	MILLESONS/OIL FILTERS	123.12
			10/10/12	OIL/MED 2	47.88
			10/10/12	WALMART/DRAWER TRAY, LINER	38.16
			10/10/12	S&WHEALTHCARE/MED SUPPLIES	176.68
			10/10/12	WATERS/BOLTS, SCREWS	1.26
			10/10/12	KEMSA/CONFERENCE FOR RAUB	185.00
			10/10/12	KOLLING/MEDICAL SUPPLIES	239.14_
				TOTAL:	14,915.06
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	10/24/12	AUG 2012-ANIMAL SHELTER FE	3,598.22
			10/24/12	SEPT 2012-ANIMAL SHELTER F	8,798.99_
				TOTAL:	12,397.21
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	10/29/12	ZONING/COUNTY INSPECTION	14.30
			10/19/12	ZONING/COUNTY INSPECTION	14.30
		DAVID YEAROUT	10/09/12	TRVL REIM-OCT 5-OCT 10 201	421.25
		MONTGOMERY COMMUNICATIONS INC	10/29/12	S-3113 REZONE	32.61
		CARD CENTER	9/30/12	Phone Lines - Cox	25.76
			10/08/12	RAMADA-HUTCHINSON	80.25
			10/08/12	TYME OUT-LUNCH W/TY WARNER	29.00_
				TOTAL:	617.47
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	107.38
			10/19/12	MEDICARE WITHHOLDING	25.11
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	207.19
			10/04/12	PHS EMPLOYEE	77.31
			10/19/12	PHS EMPLOYEE	129.88
		CHAMPIONS CAR AND TRUCK WASH	10/09/12	CLEAN TRUCK 727	17.00
			10/09/12	CLEAN TRUCK 720	3.30
		CARTEGRAPH SYSTEMS, INC.	10/05/12	GISconnect for ESRI	2,160.00
		JIM CLARK AUTO CENTER	9/29/12	ENGINEERING - 740 TIRES	57.24
		ED BOZARTH HEVROLET AND GMC	10/15/12	'12 CHEVY SILVERADO	15,012.50
		CORYELL INSURORS, INC.	10/22/12	CLARENCE H MAHIEU-NOTARY B	50.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	28.94
			10/04/12	DELTA DENTAL OF KANSAS	10.80
			10/19/12	DELTA DENTAL OF KANSAS	18.14
		KEY OFFICE EQUIPMENT	10/09/12	LEAD, .5MM	1.49
			10/09/12	LEAD, .7MM	1.49
			10/09/12	PEN,MTLPT,ONYX,FN,BK	5.50
			10/09/12	PEN,BALLPT,FLEXGRIP,MED,B	4.66
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	109.57
			10/19/12	KPERS #2	41.45

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CARD CENTER	9/30/12	Phone Lines - Cox	58.05
			10/08/12	SALINE BLUEPRNT-CANON MBK	173.00
			10/08/12	SALINE BLUEPRNT-SHIPING	9.63
			10/08/12	SALINE BLUEPRNT-CANON YLW	173.00
			10/19/12	DILLONS FUEL-APWA CONF	51.50
			10/19/12	HILTON HOTEL-APWA CONF	200.00
			10/19/12	SUBWAY-WORKING LUNCH	13.69
			10/19/12	WATERS-KEYS FOR BASEMENT O	3.98
			10/19/12	WATERS-GAS GRILL	74.50
			10/19/12	PROPANE CENT-20 LB BOTTLE	16.43
			10/19/12	SHERWIN WILLIAMS-PAINT	29.78
		SECRETARY OF STATE	10/29/12	MAHIEU NOTARY RENEWAL 2012	25.00_
				TOTAL:	18,897.51
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	207.88
			10/19/12	MEDICARE WITHHOLDING	48.62
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	231.95
			10/19/12	PHS EMPLOYEE	231.95
			10/04/12	PHS FAMILY	154.63
			10/19/12	PHS FAMILY	154.63
		CENTURYLINK COMMUNICATION, INC.	10/29/12	CODE ENFORCEMENT	35.76
			10/19/12	CODE ENFORCEMENT	35.76
		CHAMPIONS CAR AND TRUCK WASH	10/09/12	CLEAN TRUCK 722	4.20
			10/09/12	CLEAN TRUCK 726	3.50
		ED BOZARTH HEVROLET AND GMC	10/15/12	'13 CHEVY SILVERADO	15,012.50
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	54.00
			10/19/12	DELTA DENTAL OF KANSAS	54.00
		GEARY COUNTY REGISTER DEEDS	10/22/12	LIENS 102212	120.00
			10/22/12	LIENS 102212-10	120.00
			10/22/12	LIENS 102212-11	120.00
			10/22/12	LIENS 102212-12	120.00
			10/22/12	LIENS 102212-13	120.00
			10/22/12	LIENS 102212-14	120.00
			10/22/12	LIENS 102212-15	120.00
			10/22/12	LIENS 102212-16	120.00
			10/22/12	LIENS 102212-17	120.00
			10/22/12	LIENS 102212-18	120.00
			10/22/12	LIENS 102212-19	120.00
			10/22/12	LIENS 102212-2	120.00
			10/22/12	LIENS 102212-20	120.00
			10/22/12	LIENS 102212-21	120.00
			10/22/12	LIENS 102212-22	120.00
			10/22/12	LIENS 102212-23	120.00
			10/22/12	LIENS 102212-24	120.00
			10/22/12	LIENS 102212-25	120.00
			10/22/12	LIENS 102212-26	120.00
			10/22/12	LIENS 102212-27	120.00
			10/22/12	LIENS 102212-28	120.00
			10/22/12	LIENS 102212-29	120.00
			10/22/12	LIENS 102212-3	120.00
			10/22/12	LIENS 102212-30	120.00
			10/22/12	LIENS 102212-31	120.00
			10/22/12	LIENS 102212-32	120.00
			10/22/12	LIENS 102212-33	120.00
			10/22/12	LIENS 102212-34	120.00
			10/22/12	LIENS 102212-35	120.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/22/12	LIENS 102212-36	120.00
			10/22/12	LIENS 102212-37	120.00
			10/22/12	LIENS 102212-38	120.00
			10/22/12	LIENS 102212-39	120.00
			10/22/12	LIENS 102212-4	120.00
			10/22/12	LIENS 102212-40	120.00
			10/22/12	LIENS 102212-41	120.00
			10/22/12	LIENS 102212-42	120.00
			10/22/12	LIENS 102212-43	120.00
			10/22/12	LIENS 102212-44	120.00
			10/22/12	LIENS 102212-45	120.00
			10/22/12	LIENS 102212-46	120.00
			10/22/12	LIENS 102212-47	120.00
			10/22/12	LIENS 102212-48	120.00
			10/22/12	LIENS 102212-49	120.00
			10/22/12	LIENS 102212-5	120.00
			10/22/12	LIENS 102212-50	120.00
			10/22/12	LIENS 102212-51	120.00
			10/22/12	LIENS 102212-52	120.00
			10/22/12	LIENS 102212-53	120.00
			10/22/12	LIENS 102212-54	120.00
			10/22/12	LIENS 102212-55	120.00
			10/22/12	LIENS 102212-56	120.00
			10/22/12	LIENS 102212-57	120.00
			10/22/12	LIENS 102212-58	120.00
			10/22/12	LIENS 102212-59	120.00
			10/22/12	LIENS 102212-6	120.00
			10/22/12	LIENS 102212-60	120.00
			10/22/12	LIENS 102212-61	120.00
			10/22/12	LIENS 102212-62	120.00
			10/22/12	LIENS 102212-63	120.00
			10/22/12	LIENS 102212-64	120.00
			10/22/12	LIENS 102212-65	120.00
			10/22/12	LIENS 102212-66	120.00
			10/22/12	LIENS 102212-67	120.00
			10/22/12	LIENS 102212-68	120.00
			10/22/12	LIENS 102212-69	120.00
			10/22/12	LIENS 102212-7	120.00
			10/22/12	LIENS 102212-70	120.00
			10/22/12	LIENS 102212-71	120.00
			10/22/12	LIENS 102212-72	120.00
			10/22/12	LIENS 102212-73	120.00
			10/22/12	LIENS 102212-74	120.00
			10/22/12	LIENS 102212-75	120.00
			10/22/12	LIENS 102212-76	120.00
			10/22/12	LIENS 102212-77	120.00
			10/22/12	LIENS 102212-78	120.00
			10/22/12	LIENS 102212-79	120.00
			10/22/12	LIENS 102212-8	120.00
			10/22/12	LIENS 102212-80	120.00
			10/22/12	LIENS 102212-81	120.00
			10/22/12	LIENS 102212-82	120.00
			10/22/12	LIENS 102212-83	120.00
			10/22/12	LIENS 102212-84	120.00
			10/22/12	LIENS 102212-85	120.00
			10/22/12	LIENS 102212-86	120.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/22/12	LIENS 102212-87	120.00
			10/22/12	LIENS 102212-88	120.00
			10/22/12	LIENS 102212-89	120.00
			10/22/12	LIENS 102212-9	120.00
			10/22/12	LIENS 102212-90	120.00
			10/22/12	LIENS 102212-91	120.00
			10/22/12	LIENS 102212-92	120.00
			10/22/12	LIENS 102212-93	120.00
			10/22/12	LIENS 102212-94	120.00
			10/22/12	LIENS 102212-95	120.00
			10/22/12	LIENS 102212-96	120.00
			10/22/12	LIENS 102212-97	120.00
			10/22/12	LIENS 102212-98	84.00
		F & R SERVICES	10/15/12	835 N GARFIELD	70.00
			10/15/12	1207 FAIR ST	70.00
			10/15/12	1303 N EISENHOWER DR	70.00
			10/15/12	902 W 14TH ST	140.00
			10/15/12	403 W 14TH ST	70.00
			10/15/12	131 W 14TH ST	70.00
			10/15/12	1633 BRADLEY	70.00
			10/15/12	1220 N JEFFERSON ST	70.00
			10/15/12	704 GRANT AVE	280.00
			10/15/12	2006 QUAIL RUN	70.00
			10/15/12	2003 BROOKE BEND	70.00
			10/15/12	1617 WESTWOOD BLVD	70.00
			10/15/12	1130 CHRISTINA	70.00
			10/15/12	2227 BROOKE BEND	20.00
			10/15/12	2301 BROOKE BEND	20.00
			10/15/12	2307 BROOKE BEND	20.00
			10/15/12	2313 BROOKE BEND	20.00
			10/15/12	2314 BROOKE BEND	20.00
			10/15/12	2317 BROOKE BEND	20.00
			10/15/12	2318 BROOKE BEND	20.00
			10/15/12	2323 BROOKE BEND	20.00
			10/15/12	2324 BROOKE BEND	20.00
			10/15/12	2329 BROOKE BEND	20.00
			10/15/12	2403 BROOKE BEND	20.00
			10/15/12	2409 BROOKE BEND	20.00
			10/15/12	2415 BROOKE BEND	20.00
			10/15/12	2421 BROOKE BEND	20.00
			10/15/12	2422 BROOKE BEND	20.00
			10/15/12	2427 BROOKE BEND	20.00
			10/15/12	2428 BROOKE BEND	20.00
			10/15/12	2434 BROOKE BEND	20.00
			10/15/12	2503 BROOKE BEND	20.00
			10/15/12	2508 BROOKE BEND	20.00
			10/15/12	2509 BROOKE BEND	20.00
			10/15/12	2207 DEER TRAIL	20.00
			10/15/12	2213 DEER TRAIL	20.00
			10/15/12	2219 DEER TRAIL	20.00
			10/15/12	2225 DEER TRAIL	20.00
			10/15/12	703 N PERRY	140.00
			10/22/12	1105 ST MARYS RD	70.00
			10/22/12	306 KIOWA CT	70.00
			10/22/12	518 W MAPLE ST	70.00
			10/22/12	606 S WASHINGTON ST	70.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/22/12	1145 COYOTE DR	70.00
			10/22/12	1905 DAVIS DR	70.00
			10/25/12	416 W 12TH ST	70.00
			10/09/12	331 W 8TH ST	70.00
			10/09/12	825 CLEARY CIR	70.00
			10/09/12	1023 W 11TH ST	70.00
			10/09/12	639 W 13TH ST	70.00
			10/09/12	1506 HIGHLAND DR	70.00
			10/09/12	1624 BEL AIR DR	70.00
			10/09/12	1605 WESTWOOD BLVD	70.00
			10/09/12	1901 THOMPSON DR	70.00
			10/09/12	425 S JEFFERSON ST	70.00
			10/09/12	330 W ELM ST	70.00
			10/09/12	0000 N MONROE ST - ETHEETO	70.00
		KEY OFFICE EQUIPMENT	10/09/12	PEN,BALLPT,FLEXGRIP,MED,B	4.67
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	325.64
		MONTGOMERY COMMUNICATIONS INC	10/29/12	R-2699 CONDEMNATION	214.30
			10/29/12	R-2698 CONDEMNATION	113.84
			10/29/12	R-2697 CONDEMNATION	92.46
		CARD CENTER	10/08/12	IAEI-MEMBERSHIP DUES 2013	102.00
			9/30/12	Phone Lines - Cox	47.29
			10/10/12	AGTBATTERY/FLASHLIGHT BATT	33.96
			10/19/12	WATERS-GAS GRILL	74.49
				TOTAL:	32,052.03
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	505.97
			10/19/12	SOCIAL SECURITY WITHHOLDIN	1,159.38
			10/19/12	MEDICARE WITHHOLDING	1,143.27
			10/19/12	MEDICARE WITHHOLDING	323.71
		ADI SYSTEMS INC	10/16/12	S17669 TONER CARTRIDGE REF	81.00
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	4,175.02
			10/04/12	PHS EMPLOYEE	1,468.98
			10/19/12	PHS EMPLOYEE	4,020.39
			10/19/12	PHS EMPLOYEE	1,159.71
			10/04/12	PHS EMP/CHILD	154.63
			10/04/12	PHS EMP/CHILD	154.63
			10/19/12	PHS EMP/CHILD	154.63
			10/19/12	PHS EMP/CHILD	154.63
			10/04/12	PHS EMP/SPOUSE	270.60
			10/04/12	PHS EMP/SPOUSE	38.66
			10/19/12	PHS EMP/SPOUSE	270.60
			10/19/12	PHS EMP/SPOUSE	38.66
			10/04/12	PHS FAMILY	154.63
			10/19/12	PHS FAMILY	154.63
		CENTURYLINK COMMUNICATION, INC.	10/29/12	POLICE	667.80
			10/29/12	DISPATCH	667.80
			10/19/12	POLICE	664.82
			10/19/12	DISPATCH	664.82
		TELEPLUS SOLUTIONS	10/15/12	Cancel Line RNA 762-4111	24.25
			10/15/12	Cancel Line RNA 762-4111	24.25
			10/15/12	Cancel - ISDN line 238-169	19.63
			10/15/12	Cancel ISDN Line 238-1697	19.63
		STAPLES ADVANTAGE	10/29/12	3184029110 TONER CARTRIDGE	343.98
			10/29/12	3184029110 TONER, MARKERS,	111.31
		CONTINENTAL PROFESSIONAL LANDRY	10/19/12	109449 UNIFORM CLEANING	31.45
			10/19/12	109450 UNIFORM CLEANING	3.70

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/19/12	109454 UNIFORM CLEANING	16.65
			10/19/12	109508 UNIFORM CLEANING	14.80
			10/19/12	109549 UNIFORM CLEANING	64.75
			10/19/12	109550 UNIFORM CLEANING	37.00
			10/19/12	109560 UNIFORM CLEANING	46.25
			10/19/12	109590 UNIFORM CLEANING	11.10
			10/19/12	109683 UNIFORM CLEANING	11.10
			10/19/12	109685 UNIFORM CLEANING	25.90
			10/19/12	109688 UNIFORM CLEANING	66.60
			10/19/12	109691 UNIFORM CLEANING	5.55
			10/19/12	109694 UNIFORM CLEANING	20.35
			10/19/12	109696 UNIFORM CLEANING	25.90
			10/29/12	109772 UNIFORM CLEANING	25.90
			10/29/12	109827 UNIFORM CLEANING	37.00
			10/29/12	109828 UNIFORM CLEANING	24.05
			10/29/12	109831 UNIFORM CLEANING	20.35
			10/29/12	109838 UNIFORM CLEANING	7.40
		KA-COMM	10/12/12	111081 DATA BACKBONE SYSTE	150.00
			10/12/12	111081 DATA BACKBONE SYSTE	150.00
			10/12/12	111232 RADIO MAINTENANCE #	60.00
			10/12/12	111233 VOLUME CONTROL #202	120.00
			10/19/12	118746RADIO MAINTENANCE #2	96.00
			10/19/12	118745 RADAR REPAIR/LIGHT	48.00
			10/19/12	ANTENNA #206	15.00
			10/19/12	114370 SCANNER #206	74.05
			10/19/12	118286 ANTENNA #220	40.00
			10/29/12	SERVICE CONTRACT/MAINT POL	188.50
			10/29/12	SERVICE CONTRACT/MAINT POL	188.50
			10/29/12	111522 RADIO REPAIR	160.00
			10/29/12	111523 MIC CORD	67.35
			10/29/12	111527 PA REPAIR #206	251.92
		CORYELL INSURORS, INC.	10/10/12	17345 NOTARY BOND # 747	50.00
			10/12/12	17370 NOTARY BOND #74	50.00
			10/19/12	17388 NOTARY BOND #45	50.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	545.40
			10/04/12	DELTA DENTAL OF KANSAS	142.34
			10/19/12	DELTA DENTAL OF KANSAS	545.40
			10/19/12	DELTA DENTAL OF KANSAS	142.34
			10/04/12	DELTA DENTAL OF KANSAS	229.99
			10/04/12	DELTA DENTAL OF KANSAS	98.21
			10/19/12	DELTA DENTAL OF KANSAS	219.06
			10/19/12	DELTA DENTAL OF KANSAS	76.32
		FIRESTONE MASTER CAR SERV	10/29/12	TIRES/RIMS UNIT 228A	1,132.64
		TELVENT DTN	10/10/12	3839629 WEATHER RADAR	144.00
		INTERSTATE GLASS CO.	10/29/12	J25064 INV WINDOW REPAIR	70.00
		KEY OFFICE EQUIPMENT	10/09/12	J41532 LAB STAMP	33.00
		KANSAS GAS SERVICE	10/25/12	312 E 9TH	41.24
			10/25/12	210 E 9TH	118.78
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	553.46
			10/19/12	KPERS #1	1,105.99
			10/19/12	KP&F	13,211.35
			10/19/12	KP&F	860.15
			10/19/12	KPERS #2	120.09
			10/19/12	KPERS #2	517.26
		NEX-TECH	10/25/12	POLICE	70.59
			10/25/12	DISPATCH	70.65

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		PDQ EMERGENCY PRODUCTS	10/29/12	16993 WHISTLE CHAINS	172.60
		THE PRINTERY	10/19/12	22669 ST OBSTRUCTION STICK	389.00
		KANSAS SECRETARY OF STATE	10/16/12	NOTARY FEE #45	25.00
			10/15/12	NOTARY FEE #74	25.00
			10/10/12	NOTARY FEE #747	25.00
		CARD CENTER	10/09/12	BOX&SHIP-SHIPPING CHGS TAS	35.23
			10/09/12	RIVERSIDE-NELSON-DENNY TES	8.55
			10/09/12	RIVERSIDE-NELSON-DENNY TES	233.66
			10/09/12	ULINE-LAB BOXES/BAGS	398.05
			10/09/12	AREMAC/NLES-DISP COVERALLS	190.19
			9/30/12	City - Fiber Internet	1,500.00
			9/30/12	Printer 1 - Maint Kit	259.83
			10/09/12	17334 B&K-COFFEE	74.20
			10/09/12	17356 B&K-COFFEE	74.20
			10/09/12	17368 B&K-COFFEE,SUGAR,CRE	166.35
			10/09/12	J41050 KEY-NAME BADGES	17.63
			10/09/12	WATERS-EXTENSION CORD	6.49
			10/09/12	MELLEN MARKETNG-STUDENT ID	265.75
			10/09/12	WMART-DTF BATTERIES	49.15
			10/09/12	BOX&SHIP-EVIDENCE SHIP 12-	22.01
			10/09/12	BOX&SHIP-EVIDENCE SHIP 12-	12.86
			10/09/12	1111 J&R-LOF,TIRE ROTATE #	65.30
			10/09/12	1109 J&R-LOF, TIRE ROTATE	63.23
			10/09/12	1122 J&R-LOF, TIRE ROTATE	63.23
			10/09/12	1104 J&R-LOF, TIRE ROTATE	65.36
			10/09/12	1103 J&R-LOF, TIRE ROTATE	63.23
			10/09/12	1126 J&R-ALTERNATOR #212	42.35
			10/09/12	1110 J&R-LOF, TIRE ROTATE	63.23
			10/09/12	1120 J&R-LOF, TIRE ROTATE	63.23
			10/09/12	1087 J&R-FUEL FILTER #228	72.60
			10/09/12	318298ORAP-WIPER BLADE #20	37.98
			10/09/12	318814ORAP-BATTERY RADAR T	236.52
			10/09/12	319787ORAP-HITCH BALL #246	11.99
			10/09/12	319864ORAP-BATTERY #216	130.99
			10/09/12	320967ORAP-ACCESS RELAY #2	11.31
			10/09/12	321139ORAP-OCTANE BOOST #2	32.97
			10/09/12	321370ORAP-ENGINE TRTMT #2	19.99
			10/09/12	322258ORAP-FUEL FILTER #22	55.91
			10/09/12	322728ORAP-METALLIC PAD #2	19.95
			10/09/12	1149J&R-BATTERY #212	176.63
			10/09/12	1135J&R-AIR COND HOSE #221	108.27
			10/09/12	1127 J&R-TRUNK SHOCK #206	55.00
			10/09/12	1128 J&R-BATTERY #204	176.63
			10/09/12	DICK EDWARD-FUEL INJECTORS	473.60
			10/09/12	MIL OUTLET-NAME TAGS #195	12.00
			10/09/12	99466 JIM CLARK-STRUT #206	82.30
			10/09/12	SHOP QUIK- HIGH OCTANE #21	68.22
			10/09/12	QUANTICO-UNIFORMS #780	349.93
			10/09/12	6433-6PROFALT-SHIRT/PANT #	65.00
			10/09/12	6433-3PROF ALT-SHIRT/PANT	63.00
			10/09/12	5432-42PROF ALT-SHIRT PATC	9.00
			10/09/12	5724-47PROF ALT-PANT MEND	5.00
			10/09/12	RADIO SHACK-SCANNERS 202,2	699.98
			10/09/12	WATERS-KEYS #220	6.98
			10/09/12	VLS-LAMP-SPOT #220,216	74.40
			10/09/12	107626FIRESTONE-TIRES #208	739.48

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/09/12	WATERS-POWER STRIP/HEATER	65.98
			10/09/12	QUANTICO-UNIFORMS #78,139	399.92
			10/09/12	MIL OUTLET-NAME TAGS #78,1	16.00
			10/09/12	WMART-USB DRIVES PATROL	29.85
			10/09/12	WATERS-KEYS #238	17.96
			10/09/12	GO KEYLESS-DISPATCH LOCK	312.00
			10/09/12	QUANTICO-UNIFORMS #146	164.29
			10/09/12	MIL OUTLET-NAME TAGS #146	12.00
			10/09/12	DAVES MUFFLER-TAILPIPE #25	10.00
			10/09/12	WATERS-LATCHBOLT DISPATCH	12.99
			10/09/12	6433-13 PROF ALT-SHIRT/PAN	39.00
			10/09/12	6433-28PROF ALT-PANT/SHIRT	44.00
			10/09/12	6433-22PROF ALT-SHIRT/PANT	40.00
			10/09/12	6433-20PROF ALT-SHIRT/PANT	38.00
			10/09/12	6433-15PROF ALT-SHIRT/PANT	34.00
			10/09/12	6433-25PROF ALT-PANTS #90	7.00
			10/09/12	6433-8PROF ALT-PATCHES #90	6.00
			10/09/12	108065FIRESTONE-FLAT REPAI	26.99
		SERVICEMASTER	10/10/12	3944 PD JANITORIAL SERVICE	754.00
		WEST PAYMENT CENTER	10/12/12	825799177 CLEAR SUBSCRIPTI	158.55_
				TOTAL:	51,519.47
FIRE	GENERAL FUND	CHRISTOPHER GEORGE (FIRE)	10/24/12	TRAINIING EXPENSES	87.14
		INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	46.95
			10/19/12	MEDICARE WITHHOLDING	880.19
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	3,373.22
			10/19/12	PHS EMPLOYEE	3,373.21
			10/04/12	PHS EMP/CHILD	154.63
			10/19/12	PHS EMP/CHILD	154.63
			10/04/12	PHS EMP/SPOUSE	154.63
			10/19/12	PHS EMP/SPOUSE	154.63
		AIR AND FIRE SYSTEMS	10/18/12	HYDROTEST AIR BOTTLES	372.50
		CENTURYLINK COMMUNICATION, INC.	10/29/12	FIRE	46.49
			10/19/12	FIRE	46.49
		TELEPLUS SOLUTIONS	10/15/12	Fire Station 2	9.69
			10/15/12	Fire Station 2 Internet	6.25
		DANKO EMERGENCY EQUIPMENT CO.	10/05/12	REPAIR BUNKER GEAR	1,253.50
		KA-COMM	10/01/12	RADIO & INSTALL/520	443.00
			10/01/12	RADIO & INSTALL/520	120.00
			10/01/12	REMOVE RADIO/E30	48.00
			10/29/12	SERVICE CONTRACT/MAINT FIR	173.50
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	276.80
			10/19/12	DELTA DENTAL OF KANSAS	276.80
			10/04/12	DELTA DENTAL OF KANSAS	185.98
			10/19/12	DELTA DENTAL OF KANSAS	185.98
		DON'S TIRE AND SUPPLY INC.	10/25/12	REAR TIRES FOR ENGINE 20	1,537.89
			10/25/12	REAR TIRES FOR ENGINE 20	131.85
			10/25/12	REAR TIRES FOR ENGINE 20	204.50
		EMERGENCY FIRE EQUIPMENT	8/30/12	HELMETS & HELMET SHIELDS	897.00
		KANSAS GAS SERVICE	10/25/12	700 N JEFFERSON-SEPT 2012	25.03
			10/25/12	2245 LACY DR-FIRE	95.34
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	69.54
			10/19/12	KP&F	10,332.23
		MIKE'S FIRE EXT. SALES	10/18/12	RECHARGE EXTINGUISHER	18.00
			10/18/12	RECHARGE EXTINGUISHER	11.50
		NEX-TECH	10/25/12	FIRE	0.05

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WAYNE PETERSON HTG & A/C	9/29/12	REPAIR STATION I OVEN	10.00
			9/29/12	REPAIR STATION I OVEN	60.00
		RESQTEC	10/10/12		1,925.00
			10/10/12	SHIPPING	28.61
		CARD CENTER	9/30/12	Phone Lines - Cox (50%)	49.25
			9/30/12	Fire #2 Internet Connect -	49.97
			9/30/12	Fire Station 2 - Phone 50%	50.58
			10/10/12	AGTBATTERY/FLASHLIGHT PART	296.61
			10/10/12	YOURAUTO/COOLING SYSTEM 52	9.54
			10/10/12	YOURAUTO/COOLING SYSTEM 52	27.50
			10/10/12	YOURAUTO/COOLING SYSTEM 52	9.00
			10/10/12	WATERS/BOLTS & SCREWS	0.53
			10/10/12	MILITARYOUTLET/UNIFORM EXC	6.00
			10/10/12	BOX & SHIP/AIRBAG TO REPAI	21.55
			10/10/12	OREILLY/RADIO TOOL, WASH B	28.97
			10/10/12	BOX & SHIP/SEND LIGHT - RE	5.62
			10/10/12	OREILLY/SEALED BEAM FOR E2	7.56
			10/10/12	BOX&SHIP/AIRPACKS TO REPAI	15.38
			10/10/12	WITMER/HELMET PARTS	532.94
			10/10/12	HAMPTON INN/LODGING FOR JA	347.04
			10/10/12	HAMPTON INN/CREDIT FOR TAX	44.85-
			10/10/12	YOURAUTO/R & R THERMOSTAT,	121.00
			10/10/12	YOURAUTO/R & R THERMOSTAT,	10.57
			10/10/12	YOURAUTO/COOLANT, 520	9.00
			10/10/12	WATERS/BULB FOR E30	15.98
			10/10/12	OREILLY/OIL CAP FOR 521	6.01_
				TOTAL:	28,746.50
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	972.58
			10/19/12	MEDICARE WITHHOLDING	227.47
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	1,488.31
			10/19/12	PHS EMPLOYEE	1,488.31
			10/04/12	PHS EMP/SPOUSE	57.99
			10/19/12	PHS EMP/SPOUSE	57.99
		UNIVERSAL LUBRICANTS, LLC	9/27/12	DEF HAND PUMP	104.82
			10/09/12	SHOP FUEL PUMP	449.40
			10/01/12	55G OF TRAC-GARD & ECO MP	2,594.90
		LARRY ARIAZ	10/09/12	LARRY ARIAZ REIMBURSEMENTS	251.83
		CENTURY UNITED COMPANIES, INC	10/22/12	Copier - PW	7.00
			10/22/12	Copier - PW Overage Charge	7.43
		CARTEGRAPH SYSTEMS, INC.	9/30/12	Work Dir. Impl. -25%	395.55
		JIM CLARK AUTO CENTER	10/26/12	BATTERIES FOR ALL TRUCKS	469.12
		C & M LAWN SERVICES	10/15/12	10/7- 10/13/12 MOWING	495.00
			10/29/12	10/21 - 10/27/12 MOWING	375.00
		UNIQUE INK	10/01/12	4 X 12" PUBLIC WORKS	48.00
			10/01/12	2 X 16" PUBLIC WORKS	30.00
			10/01/12	2 X 36" PUBLIC WORKS	40.00
			10/01/12	4 X 12" BUILDING & CODES	24.00
		VANDERBILTS	10/06/12	LARRY ARIAZ BOOTS	89.99
		MIDWEST CONCRETE MATERIALS	10/12/12	17TH AND WESTWOOD CONCRETE	217.00
		ALLTECH COMMUNICATIONS INC	10/11/12	PHONE PARTS	59.86
			10/11/12	TRBL SHOOT PHONE	44.98
		ROBERTS TRUCK CENTER	10/09/12	681 HOOD PARTS	17.56
			10/09/12	PRTS FOR CAB & HOOD-681	157.55
			10/24/12	CAB PARTS FOR 681	27.30
		BARNES DISTRIBUTION	9/28/12	FLT SHOP SUPPLIES	1,122.82

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/12/12	LAMP AND LED STROBE	794.13
			10/03/12	LED FIT N FORGET PLUG	117.85
		NATHAN HALL	10/06/12	NATHAN HALL	70.81
		CROSS-MIDWEST TIRE	10/04/12	682 WHEELS AND MOUNT	464.10
		DS&O RURAL ELECTRIC	10/25/12	1807 LYDIA LN-WARNING SIRE	51.51
			10/25/12	QUINTON POINT SIREN	35.44
			10/25/12	LIGHTS AT HUNTERS RIDGE	554.66
			10/25/12	LIGHTS AT HARGRAVES #2	61.69
			10/25/12	LIGHTS AT INDIAN RIDGE/J.C	39.90
			10/25/12	LIGHTS AT HARGRAVES#5	123.38
			10/25/12	LIGHTS AT OLIVIA FARMS	45.94
			10/25/12	LIGHTS AT SUTTERWOODS	296.10
			10/25/12	LIGHTS AT SUTTER HIGHLANDS	246.75
			10/25/12	LIGHTS AT MANN'S RANCH	70.50
			10/25/12	LIGHTS AT HARGRAVES #4	11.75
			10/25/12	LIGHTS AT HARGRAVES #1	23.50
			10/25/12	LIGHTS AT HILLTOP #5	7.91
			10/25/12	LIGHTS AT HARGRAVES #3	35.25
			10/25/12	LIGHTS ALONG SVR	188.00
		DAVE'S ELECTRIC, INC.	10/22/12	CHESTNUT ST LT POLE BASES	2,528.00
			10/01/12	805 GRANT AVE - OVERHEAD	216.17
			10/22/12	CHESTNUT ST POLE LIGHT	7,960.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	13.50
			10/19/12	DELTA DENTAL OF KANSAS	13.50
			10/04/12	DELTA DENTAL OF KANSAS	102.58
			10/19/12	DELTA DENTAL OF KANSAS	102.55
		DICK EDWARDS FORD	10/10/12	618 HEATER SWITCH	32.80
			10/22/12	#681 HEATER PART	31.77
		F & R SERVICES	10/11/12	600 BLOCK E 7TH ST-ROW	15.00
			10/11/12	603 SKYLINE DRIVE	10.00
			10/11/12	714 SKYLINE DRIVE	10.00
			10/11/12	GOLDENBELT BLVD-ROW	300.00
			10/11/12	ASH STREET(600 BLOCK)	15.00
			10/11/12	DITCH BETWEEN 100 BLK E VI	15.00
			10/11/12	EAST 6TH ST PARKING LOT	15.00
			10/11/12	EAST 6TH ST ROW	500.00
			10/11/12	E CHESTNUT-ROW & UPRR TRAC	50.00
			10/11/12	FIRE STATION #2- LACY DRIV	75.00
			10/11/12	LACY DRIVE	100.00
			10/11/12	MEADOW LANE ROW	15.00
			10/11/12	ST MARYS ROAD ROW(CHURCH)	30.00
			10/11/12	VACANT DRAINAGE DITCH-RILE	15.00
			10/11/12	INDUSTRIAL PARK ROW	50.00
			10/11/12	WATER TOWER-SPRUCE ST	50.00
			10/11/12	WATER TOWER-WEST ASH ST	40.00
			10/11/12	E ASH ST NEAR RR TRACKS	70.00
			10/11/12	SVR ROW	75.00
			10/11/12	SVR ADDITION ISLANDS	80.00
			10/11/12	STRAUSS BLVD ISLANDS R/W	300.00
			10/11/12	I 70 ROW	600.00
			10/11/12	EASH ASH ST LIFT STATION	50.00
			10/11/12	SOUTH JACKSON ST DRAINAGE	30.00
			10/11/12	ASH ST FROM CHESTNUT SOUTH	230.00
			10/11/12	136 E 3RD	30.00
			10/11/12	225 E 3RD	30.00
			10/11/12	6TH ST UNDERPASS	100.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/11/12	SANDUSKY ROW	75.00
			10/11/12	THE BLUFFS AREA	100.00
			10/11/12	TOM NEAL INDUSTRIAL PARK A	250.00
			10/11/12	SOUTHWIND/KJCK EAST TO TOW	150.00
			10/11/12	CHADWICK	15.00
			10/11/12	HOLLY LANE ISLAND	15.00
			10/11/12	SVR-R/W - K-18 TO RR	500.00
			10/11/12	ENT TO SUTTER WDS AT FOX S	60.00
			10/11/12	GRANT AVE ISLANDS	150.00
			10/11/12	WESTWOOD BLVD ISLANDS	150.00
			10/22/12	INTERSECTIONS	300.00
			10/22/12	SUTTER HIGHLANDS	200.00
			10/22/12	SUTTER WOODS	450.00
			10/22/12	DEER CREEK 1	80.00
			10/22/12	DEER CREEK 2	220.00
			10/22/12	DEER CREEK 3	200.00
			10/22/12	HICKORY HILLS	100.00
			10/22/12	PRAIRIE RIDGE 2	250.00
			10/15/12	14TH ST-OPPOSITE RATHERT F	25.00
			10/15/12	1701 N ADAMS	25.00
			10/15/12	8TH ST AT GARFIELD DITCH	10.00
			10/15/12	AIRPORT/JACKSON ST ROW-ALL	990.00
			10/15/12	ANNEX PARKING LOT BEHIND D	15.00
			10/15/12	COMMONWEALTH DRIVE ROW	25.00
			10/15/12	GRANT AVE ISLAND	150.00
			10/15/12	GRANT AVE FRONTAGE RD	40.00
			10/15/12	MONROE ST DRAINS	15.00
			10/15/12	WATER PLANT-EXCEPT AROUND	490.00
			10/15/12	FIELD S OF WATER PLANT 25'	75.00
			10/15/12	WESTWOOD BLVD-ISLANDS	150.00
			10/15/12	BRIDGE GUARDRAIL-EISEN & 1	10.00
			10/15/12	E 11TH/210 E 11TH	30.00
			10/15/12	514 W 14TH ST	30.00
			10/15/12	516 W 14TH ST	30.00
			10/15/12	436 W 11TH ST	30.00
			10/15/12	EAST 10TH ST PROPERTY	100.00
			10/15/12	14TH ST TRAILER COURT AREA	75.00
			10/15/12	ELM DALE ROAD ROW	75.00
			10/15/12	CHESTNUT&I-70 RAMPS	630.00
			10/15/12	PUMP STATIONS @ ADAMS ST	75.00
			10/15/12	HWY 57 R/W & ISLANDS	1,000.00
			10/15/12	AREA IN FRONT OF CRACKER B	70.00
			10/15/12	RUCKER ROAD	500.00
			10/15/12	MOSS CIRCLE ISLAND	10.00
			10/15/12	GRANT AVE RIVER PARK AREA	150.00
			10/15/12	EWWT	225.00
		J & K CONTRACTING L.C.	10/24/12	2012 ST MAINTENANCE- CONCR	70,539.22
		INTERSTATE GLASS CO.	10/23/12	WINDSHEILD FOR 681	190.00
			10/23/12	WINDSHEILD FOR 682	190.00
		JOHNSON LANDSCAPING	10/29/12	SANDBLAST TRUCK BED 681	900.00
			10/16/12	682 SANDBLASTING	900.00
		KEY OFFICE EQUIPMENT	7/23/12	OFFICE SUPPLIES	88.22
			7/23/12	OFFICE SUPPLIES	7.40
			10/09/12	RETURNED CHAIR	227.58
		KANSAS GAS SERVICE	10/25/12	2324 N JACKSON-SEPT 2012	23.56
			10/25/12	2324 1/2 N JACKSON	66.14

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WESTAR ENERGY	10/25/12	15TH & WASHINGTON-SL-SEPT	20.53
			10/25/12	2631 OAKWOOD-SIREN-SEPT 20	20.23
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	109.42
			10/19/12	KPERS #2	1,086.17
		KAW VALLEY ENGINEERING, INC	10/09/12	1.0 TEST @ 15.00	15.00
			10/09/12	2.0 TESTS @ 15.00	30.00
		KONZA CONST. CO.	10/05/12	MADISON, 16&ADAMS, RUCKER	1,764.40
			10/11/12	ASPHALT-77&RUCKER, ALLEN	2,005.25
			10/24/12	2012 ST MAINT - CRACK SEAL	46,891.69
		MATHESON TRI-GAS INC	10/09/12	WELDING SUPPLIES	144.58
			10/16/12	WELDING SUPPLIES	284.39
			10/23/12	WELDING SUPPLIES	266.55
		PCS	10/16/12	SOAP AND PUMP	79.00
		MONTGOMERY COMMUNICATIONS INC	10/29/12	BIDS FOR SALT SPDR/SNOW PL	34.75
		NAPA AUTO PARTS OF J.C.	10/05/12	618 BLOWER MOTOR RESISTOR	18.08
			10/05/12	682 ROUND MIRROR	28.18
			10/08/12	682 MUD FLAP	45.80
			10/08/12	SHOP OIL	11.98
			10/09/12	#654 BRAKE PARTS	4.46
			10/09/12	TOOL FOR CUTTING OFF WHEEL	31.38
			10/09/12	FTNG AND BRAKE LINES FOR 6	7.64
			10/09/12	654 GAUGE MECH TUBE KIT &	27.59
			10/15/12	FLAP DISCS FOR SHOP TOOLS	14.58
			10/23/12	ABRASIVE WHEEL 45	12.49
			10/24/12	681 PLOW LIGHTS AND FREIGH	274.18
			10/24/12	682 PLOW LIGHTS	274.18
			10/24/12	684 PLOW LIGHTS	274.18
		NEWMAN SIGNS	10/19/12	WHITE SIGN LETTERS	2,488.40
			10/05/12	RR CROSS AND RR CIR	396.99
		PAVING MAINTENANCE SUPPLY	10/16/12	SEALANT - ROADSAVER	6,218.28
		CARD CENTER	10/09/12	BRUSHES, BUN FOR SIGNS	206.89
			10/09/12	CONCRETE BAGS	29.34
			10/09/12	WASHER, BOLT, NUT	63.03
			10/09/12	BOARS FOR PNTG XWALKS	30.24
			10/09/12	DRAIN SPADES	47.98
			10/09/12	HACKSAW	9.99
			10/09/12	PVC PIPE, COUPLING, PVC PK	24.91
			10/09/12	SPRINKLER REPAIR	4.57
			10/09/12	PLYWOOD AND PINE BOARDS	65.47
			10/09/12	BLK SHEETS FOR SND&SLT PIT	228.99
			10/09/12	60 LB POST FAST SET	29.34
			10/09/12	PAINTING MACHINE	304.42
			9/30/12	Public Works - Internet -2	24.98
			9/30/12	Public Works - Telephone -	57.68
			10/09/12	SHOP FAN	254.99
			10/09/12	WEED SPRAYER PARTS	12.67
			10/09/12	60LB POST MIX	24.45
			10/09/12	FOOD	10.02
			10/09/12	GRINDER PARTS	1,079.73
			10/09/12	DUES	35.00
			10/09/12	SHOP WOOD	128.50
			10/09/12	PRUNER, BLOWER, SAWS	479.96
			10/09/12	SAFETY GLASSES	6.99
			10/09/12	WRAP AND BOW	4.38
			10/19/12	STARBUCKS-BREAKFAST APWA C	21.00
			10/19/12	STAPLES-INK CARTRIDGE TONE	61.10

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/19/12	HILTON HOTEL-APWA CONF	200.00
			10/19/12	WATERS-DPW BRANCH TRIMMERS	17.99
			10/19/12	WALMART-DPW KITCHEN SUPPLI	78.35
			10/19/12	WALMART-PAINT	18.45
			10/19/12	SUBWAY-WORKING LUNCH	15.49
			10/09/12	PARTS FOR 145 WEED CONTROL	183.96
			10/09/12	PINTLE HOOK AND JACK TUBE	123.98
			10/09/12	CUTLIVATOR AND DIGGING FOR	61.98
			10/09/12	OFFICE SUPPLIES	13.08
		CINTAS #451	10/12/12	MATS	9.48
			10/12/12	SHOP TOWELS	19.80
			10/19/12	SHOP TOWELS	19.80
			10/19/12	OFFICE MATS	9.47
			10/26/12	SHOP TOWELS	19.80
			10/26/12	MATS	12.10
		SALINA STEEL SUPPLY, INC	10/02/12	FLEET STEEL	416.21
		SELLERS EQUIPMENT, INC	10/09/12	690 SWEEPER-OIL COOLER	1,897.97
			10/11/12	BLOCK ON 694-SERVICE	290.00
		WHITE STAR	10/16/12	#660 HYDRAULIC PARTS	345.12_
				TOTAL:	179,788.92
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	356.98
			10/19/12	MEDICARE WITHHOLDING	83.49
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	309.26
			10/19/12	PHS EMPLOYEE	309.26
		CENTURYLINK COMMUNICATION, INC.	10/29/12	MUNICIPAL COURT	41.61
			10/19/12	MUNICIPAL COURT	41.61
		PURVIS LAW OFFICE LLC	10/18/12	9/1-9/24/2012 SRVS RENDERE	250.00
		JOSHUA DOUGLASS	10/24/12	PAYMENT EVERY TWO WEEKS	2,500.00
		LAW OFFICE OF D. ANDREW VINDUSKA	10/18/12	10/3/2012 SERVICES RENDERE	2,250.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	43.20
			10/19/12	DELTA DENTAL OF KANSAS	43.20
			10/04/12	DELTA DENTAL OF KANSAS	21.88
			10/19/12	DELTA DENTAL OF KANSAS	21.88
		KANSAS GAS SERVICE	10/25/12	225 W 7TH	30.72
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	418.31
			10/19/12	KPERS #2	83.82
		CARD CENTER	9/30/12	Phone Lines - Cox	76.97
			10/17/12	KEY OFFICE-STAMP & INK	18.50
			10/17/12	KEY OFFICE-PEN REFILL/PAPE	9.15
		CINTAS #451	10/18/12	3 GRAY MATS	15.99
			10/18/12	3 GRAY MATS	15.99
			10/18/12	3 GRAY MATS	15.99
		SHERILYNN BROWN	10/19/12	TRVL REIM-SEPT 1-30 2012-	106.56
		MISC	BERG, JORDAN CHARLES	10/08/12 Bond Refund:TT150881 -01	416.00
			TAYLOR, GREGORY A	10/18/12 Bond Refund:11-15058 -02	100.00
			DOCKHORN, TAYLOR	10/19/12 Bond Refund:12-00078C-02	88.00
			CORDRAY, PHILLIP MIKEL	10/25/12 Bond Refund:TT149795 -01	52.00_
				TOTAL:	7,720.37
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	115.44
			10/19/12	MEDICARE WITHHOLDING	27.00
		CENTURYLINK COMMUNICATION, INC.	10/29/12	OPERA HOUSE	35.76
			10/19/12	OPERA HOUSE	35.75
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS RETIRED	177.67
		CARD CENTER	9/30/12	Phone Lines - Cox	53.81

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
				TOTAL:	445.43
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	154.58
			10/19/12	MEDICARE WITHHOLDING	36.15
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS FAMILY	123.70
			10/19/12	PHS FAMILY	123.70
		CENTURYLINK COMMUNICATION, INC.	10/29/12	RECREATION	78.00
			10/19/12	RECREATION	4.86-
		TELEPLUS SOLUTIONS	10/15/12	12th Street	7.90
			10/15/12	12th Street	8.70
			10/15/12	Incorrect Billing Recover	39.95
			10/15/12	12th Street Internet	12.50
		KAREN FOREMAN	10/29/12	KITCHEN DEP RNTL-DEPOSIT	25.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	38.88
			10/19/12	DELTA DENTAL OF KANSAS	38.88
		EAE ENTERPRISES	10/23/12	TSHIRTS FOR FLAG FOOTBALL	132.00
		SECURITY SOLUTIONS INC	10/10/12	SECURITY 12TH ST COMM CENT	18.00
		KANSAS GAS SERVICE	10/25/12	1002 W 12TH	49.66
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #2	74.73
		MIKE'S FIRE EXT. SALES	10/19/12	METAL FIRE EXT BOX, INSTAL	88.50
		NEX-TECH	10/25/12	RECREATION	7.05
		SCREEN MACHINE SPORTS	10/10/12	REFREE SHIRT FOOTBALL	29.00
		CARD CENTER	9/30/12	12th St Internet Connectio	91.62
			10/09/12	SHELFs FOR 12TH STREET, WM	438.09
			10/09/12	SHELFs FOR 12TH ST/WM	399.90
			10/09/12	SHELFs FOR 12TH ST/WM	438.09-
			10/08/12	WHISTLE FOR REFS/WALMART	9.92
			10/08/12	TONER MAGENTA/KEY OFFICE	82.58
			10/08/12	FOOTBALL/HIBBITT SPORTS	25.00
			10/08/12	TONER CYAN/KEY OFFICE	81.91
			10/17/12	BULB FOR GYM/12TH ST/WATER	10.99
		CINTAS #451	10/19/12	GREY MATS 12TH ST COMM CEN	31.36_
				TOTAL:	1,815.30
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	1,145.70
			10/19/12	SOCIAL SECURITY WITHHOLDIN	191.49
			10/19/12	MEDICARE WITHHOLDING	169.07
		ING LIFE INSURANCE & ANNUITY COMPANY	10/19/12	ING	100.00
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/04/12	AMERICAN UNITED LIFE	19.02
			10/19/12	AMERICAN UNITED LIFE	19.02
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	10/19/12	FIREFIGHTERS AID ASSOCIATI	10.00
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	231.96
			10/19/12	PHS EMPLOYEE	231.96
			10/04/12	PHS EMP/SPOUSE	260.38
			10/19/12	PHS EMP/SPOUSE	260.38
		CITY OF JUNCTION CITY	10/04/12	TELEPHONE REIMBURSEMENT	13.25
			10/19/12	TELEPHONE REIMBURSEMENT	13.25
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	31.98
			10/19/12	DELTA DENTAL OF KANSAS	31.98
		FIREMEN'S RELIEF ASSOCIATION	10/19/12	FIREMANS RELIEF	24.70
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	10/19/12	I.A.F.F. LOCAL 3309	105.00
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	441.05
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	199.86
			10/19/12	KP&F	514.16
		POLICE & FIREMEN'S	10/04/12	POLICE & FIRE INSURANCE	115.10
			10/19/12	POLICE & FIRE INSURANCE	115.10

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		FLEXIBLE SPENDING ACCOUNT #41807030	10/19/12	FIRST STATE BANK	105.83
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/04/12	AFLAC BEFORE TAX	51.91
			10/19/12	AFLAC BEFORE TAX	51.91
		UNITED WAY OF JUNCTION CITY-GEARY COUN	10/19/12	UNITED WAY	17.00_
				TOTAL:	4,471.06
SELF HELP HOUSING	GRANTS	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	282.69
			10/19/12	MEDICARE WITHHOLDING	66.11
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	154.63
			10/19/12	PHS EMPLOYEE	154.63
			10/04/12	PHS EMP/SPOUSE	154.63
			10/19/12	PHS EMP/SPOUSE	154.63
		CENTURYLINK COMMUNICATION, INC.	10/29/12	SELF HELP HOUSING	14.30
			10/19/12	SELF HELP HOUSING	14.30
		EXPERIAN	10/29/12	OCT 2012-CREDIT CHECKS	35.46
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	43.20
			10/19/12	DELTA DENTAL OF KANSAS	43.20
			10/04/12	DELTA DENTAL OF KANSAS	10.94
			10/19/12	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	416.71
		CARD CENTER	9/30/12	Phone Lines - Cox	25.76
			10/08/12	WOOD MINI-FUEL FOR TRUCK	109.34_
				TOTAL:	1,691.47
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	10/19/12	MEDICARE WITHHOLDING	102.96
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	773.15
			10/19/12	PHS EMPLOYEE	773.15
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	21.60
			10/19/12	DELTA DENTAL OF KANSAS	21.60
			10/04/12	DELTA DENTAL OF KANSAS	43.76
			10/19/12	DELTA DENTAL OF KANSAS	43.76
		KANSAS PUBLIC EMPLOYEES	10/19/12	KP&F	1,214.89_
				TOTAL:	2,994.87
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	256.66
			10/19/12	SOCIAL SECURITY WITHHOLDIN	185.86
			10/19/12	MEDICARE WITHHOLDING	64.15
		CITY OF JUNCTION CITY	10/04/12	TELEPHONE REIMBURSEMENT	13.25
			10/19/12	TELEPHONE REIMBURSEMENT	13.25
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	10.66
			10/19/12	DELTA DENTAL OF KANSAS	10.66
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	96.17
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	44.80
			10/19/12	KPERS #2	0.60_
				TOTAL:	696.06
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	274.36
			10/19/12	MEDICARE WITHHOLDING	64.15
		CENTURYLINK COMMUNICATION, INC.	10/29/12	SPIN CITY	92.80
			10/19/12	SPIN CITY	92.24
		LINDSAY MARRS	10/19/12	TRVL REIMB-SEPT 1-SEPT 30	32.75
		AMY HOLLAND	10/19/12	TRVL REIMB-SEPT 1-SEPT 30	30.25
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	21.60
			10/19/12	DELTA DENTAL OF KANSAS	21.60
		SECURITY SOLUTIONS INC	10/19/12	ALARM-915 S WASHINGTON	22.00
		KANSAS GAS SERVICE	10/25/12	915 S WASHINGTON	26.62-

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	93.41
			10/19/12	KPERS #2	83.40
		NEX-TECH	10/25/12	SPIN CITY	0.09
		SNACK EXPRESS	10/29/12	CHIPS & SODA- SNACK EXPRES	162.00
		CARD CENTER	10/17/12	DILLONS-DOUGHNUTS	32.81
			10/17/12	WALMART-BIRTHDAY CAKES	74.90
			10/17/12	WALMART-BIRTHDAY CAKE	14.98
			10/17/12	WALMART-FOLDER,VACUUM,ETC	55.72
			10/17/12	WALMART-BASKETBALL, BINDER	55.76
			10/17/12	WALMART-BATTERIES	32.91
			10/17/12	WALMART-BIRTHDAY CAKE	14.98
			9/30/12	Spin City - Cable	96.46
			9/30/12	Spin City - Internet	64.95
			10/17/12	AVON GRIPS,TEE MATS	132.87
			10/17/12	WALMART-ICE CREAM,PIZZA, M	110.57
			10/17/12	WATER TRUE VALUE-BOLTS, SC	6.60
			10/17/12	WATER COOLER/SC/REEVES	325.00
		THE STUFF SHOP	10/24/12	REDEMPTION PRIZES- STUFF S	407.87
		WIZARD'S ELECTRONIC SVC	10/29/12	DJ BOOTH- WIZARDS	65.00_
				TOTAL:	2,455.41
INDUSTRIAL REVENUE BON BOND & INTEREST		SECURITY BANK OF KANSAS CITY	11/01/12	VENTRIA IRB MONTHLY-NOV 20	99,965.15
		EMPRISE BANK	10/29/12	CAPGEMINI IRB	15,878.63
			10/29/12	CAPGEMINI IRB	14,267.44_
				TOTAL:	130,111.22
BOND & INTEREST	BOND & INTEREST	LANDMARK NATIONAL BANK	11/01/12	NOV 2012-LOAN PAYMENT	8,717.87_
				TOTAL:	8,717.87
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI	10/19/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	2,917.52
			10/19/12	SOCIAL SECURITY WITHHOLDIN	1,334.53
			10/19/12	MEDICARE WITHHOLDING	460.76
		ING LIFE INSURANCE & ANNUITY COMPANY	10/19/12	ING	282.87
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/04/12	AMERICAN UNITED LIFE	103.93
			10/19/12	AMERICAN UNITED LIFE	63.27
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	457.53
			10/19/12	PHS EMPLOYEE	457.53
			10/04/12	PHS EMP/SPOUSE	318.96
			10/19/12	PHS EMP/SPOUSE	318.96
			10/04/12	PHS FAMILY	373.49
			10/19/12	PHS FAMILY	373.49
		CONTINENTAL AMERICAN INSURANCE COMPANY	10/04/12	CAIC	6.68
			10/19/12	CAIC	6.68
		CITY OF JUNCTION CITY	10/04/12	CITY OF JUNCTION CITY (G-F	10.75
			10/19/12	CITY OF JUNCTION CITY (G-F	13.25
			10/04/12	TELEPHONE REIMBURSEMENT	7.22
			10/19/12	TELEPHONE REIMBURSEMENT	7.22
			10/04/12	TELEPHONE REIMBURSEMENT	46.66
			10/19/12	TELEPHONE REIMBURSEMENT	46.66
		KANSAS PAYMENT CENTER	10/19/12	GARNISHMENT	120.00
			10/19/12	KANSAS PAYMENT CENTER	149.51
		MICHIGAN STATE DISBURSEMENT UNIT	10/18/12	GARNISHMENT-2010768564DM	149.76
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	121.99
			10/19/12	DELTA DENTAL OF KANSAS	121.99
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	1,306.14

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	444.86
			10/19/12	KPERS #2	1,192.40
		FLEXIBLE SPENDING ACCOUNT #41807030	10/19/12	FIRST STATE BANK	218.73
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/04/12	AFLAC	41.77
			10/19/12	AFLAC	41.77
			10/04/12	AFLAC BEFORE TAX	190.44
			10/19/12	AFLAC BEFORE TAX	190.44
		UNITED WAY OF JUNCTION CITY-GEARY COUN	10/19/12	UNITED WAY	24.00_
				TOTAL:	12,076.61
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	464.07
			10/19/12	MEDICARE WITHHOLDING	108.53
		BAYER CONSTRUCTION CO.	10/22/12	BASE ROCK	436.05
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	647.59
			10/19/12	PHS EMPLOYEE	647.60
			10/04/12	PHS EMP/SPOUSE	28.92
			10/19/12	PHS EMP/SPOUSE	28.92
		CENTURY UNITED COMPANIES, INC	10/22/12	Copier - PW	7.00
			10/22/12	Copier - PW Overage Charge	7.43
		CARTEGRAPH SYSTEMS, INC.	9/30/12	Work Dir. Impl. -25%	395.55
		ALLTECH COMMUNICATIONS INC	10/11/12	PHONE PARTS	59.86
			10/11/12	TRBL SHOOT PHONE	45.00
		DAVE'S ELECTRIC, INC.	10/02/12	10TH&MADI WATER LINE LABOR	26.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	68.84
			10/19/12	DELTA DENTAL OF KANSAS	68.84
			10/04/12	DELTA DENTAL OF KANSAS	23.93
			10/19/12	DELTA DENTAL OF KANSAS	23.95
		KEY OFFICE EQUIPMENT	7/23/12	OFFICE SUPPLIES	88.24
		KANSAS GAS SERVICE	10/25/12	2324 N JACKSON-SEPT 2012	23.57
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	56.71
			10/19/12	KPERS #2	588.33
		NAPA AUTO PARTS OF J.C.	10/11/12	#805 TAILGATE HANDLE	31.49
			10/18/12	921 TRAILER CONNECT SOCKET	7.69
		CARD CENTER	9/30/12	Public Works - Internet 25	24.99
			9/30/12	Public Works - Telephone -	57.68
			10/19/12	HILTON HOTEL-APWA CONF	200.00
			10/19/12	WALMART-DPW KITCHEN SUPPLI	78.35
			10/19/12	SHERWIN WILLIAMS-PAINT	29.78
			10/09/12	PICK FOR 809	31.99
			10/09/12	TUBING FOR 918	12.64
			10/09/12	PVC TUBING	5.90
			10/09/12	DUCT TAPE FOR 918	31.96
			10/09/12	TAPE MEASURES FOR 803	8.49
			10/09/12	COMP 90 ELL	98.59
			10/09/12	OFFICE SUPPLIES	13.07
		CINTAS #451	10/12/12	MATS	9.47
			10/19/12	OFFICE MATS	9.47
			10/26/12	MATS	12.10
		SALINA WHOLESALE SUPPLY	10/05/12	RESTRNRS & REDUCERS	156.67
			12/08/12	ADAPTER	134.64
			10/16/12	3/4 C/STOP AND FCC-STL	1,198.90
			10/16/12	HYDRANT	1,999.38
		VICTOR L PHILLIPS CO	10/04/12	#896 FUEL TANK PARTS	144.80
		WHITE STAR	10/16/12	JACKHAMMERS	1,950.00_
				TOTAL:	10,092.98

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
WATER PLANT	WATER & SEWER FUND	VEOLIA WATER NORTH AMERICA	9/24/12	REPAIR WELL 18 STORM DAMAG	6,873.11
			9/24/12	WATER UTILITY	77,869.67
			9/24/12	WTR MONTHLY R & M FEE	17,438.00_
				TOTAL:	102,180.78
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	599.97
			10/19/12	MEDICARE WITHHOLDING	140.32
		MISSION ELECTRONICS	10/19/12	Inter Display - 34%	1,529.66
			10/19/12	Inter Display -Mount	28.90
		PREFERRED HEALTH SYSTEMS	10/19/12	Inter Display -Shipp	20.81
			10/04/12	PHS EMPLOYEE	445.34
			10/19/12	PHS EMPLOYEE	445.34
			10/04/12	PHS EMP/SPOUSE	54.12
			10/19/12	PHS EMP/SPOUSE	54.12
			10/04/12	PHS FAMILY	54.12
		CENTURYLINK COMMUNICATION, INC.	10/19/12	PHS FAMILY	54.12
			10/29/12	WATER ADMINISTRATION	105.42
		STAPLES ADVANTAGE	10/19/12	WATER ADMINISTRATION	105.42
			10/29/12	REGISTER ROLL TAPE	116.00
			10/29/12	DRY ERASE MARKERS	12.95
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	57.46
			10/19/12	DELTA DENTAL OF KANSAS	57.46
			10/04/12	DELTA DENTAL OF KANSAS	26.04
			10/19/12	DELTA DENTAL OF KANSAS	26.04
		SECURITY SOLUTIONS INC	10/19/12	ALARM WUPD 2307 N JACKSON	35.00
			10/19/12	ALARM CITY CLERK OFC.(CS d	18.00
		KEY OFFICE EQUIPMENT	10/25/12	BLANK ENVELOPES-	17.00
		BRINKS INCORPORATED	10/24/12	WATER-SEPTEMBER 2012	101.97
		KANSAS GAS SERVICE	10/25/12	900 W SPRUCE	27.50
			10/25/12	2232 W ASH TOWER	27.50
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	373.06
			10/19/12	KPERS #2	453.59
		PITNEY BOWES PURCHASE POWER	10/25/12	WATER-OCT 2012POSTAGE REFI	2,500.00
		PITNEY BOWES	10/25/12	WATER PORTION OF BILL	3,040.50
		JOLEEN SCHNURR	10/29/12	KPERS TRAINING MANHATTAN	21.31
		POSTMASTER	10/01/12	OCT 2012-BULK POSTAGE	2,500.00
		CARD CENTER	9/30/12	Phone Lines - Cox	124.58
			9/30/12	WUPD - Internet Connection	99.95
			10/17/12	THREE RIVERS-NAME TAG DIAZ	11.95
			10/17/12	SCREEN MACHINE-TSHIRTS	215.40
			10/17/12	WATERS TRUE VALUE-PAINT SU	11.98-
			10/17/12	RED LOBSTER-SCHNURR,SINKLI	39.80
			10/17/12	SHOP QUIK-GAS FOR CITY VEH	50.00
			10/17/12	APPLEBEESS-SCHNURR,SINKLIE	36.14
		CINTAS #451	10/17/12	MARRIOTT HTL-SCHNURR,SINKL	104.24
			10/19/12	SCRAPER/BROWN MAT	29.47
			10/19/12	UNIFORMS-LANGDON, KENNY	10.23
			10/19/12	SCRAPER/BROWN MAT	47.30
			10/19/12	UNIFORMS-LANGDON, KENNY	10.23
			10/29/12	SCRAPER/BROWN MAT	29.47
			10/29/12	UNIFORMS-LANGDON, KENNY	10.23_
				TOTAL:	13,856.05
SEWER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	354.23
			10/19/12	MEDICARE WITHHOLDING	82.83
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	338.19

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/19/12	PHS EMPLOYEE	338.18
			10/04/12	PHS EMP/SPOUSE	29.07
			10/19/12	PHS EMP/SPOUSE	29.07
		CENTURY UNITED COMPANIES, INC	10/22/12	Copier - PW	7.00
			10/22/12	Copier - PW Overage Charge	7.43
		CARTEGRAPH SYSTEMS, INC.	9/30/12	Work Dir. Impl. -25%	388.35
		HFE PROCESS, INC.	10/10/12	GASKET, AIR FITTINGS	170.67
			10/16/12	CARBON CERAMIC SEAL	501.58
		ALLTECH COMMUNICATIONS INC	10/11/12	PHONE PARTS	59.86
			10/11/12	TRBL SHOOT PHONE	45.00
		ROBERTS TRUCK CENTER	10/24/12	AIR SYSTEM PRTS FOR 921	1.30
		DUGAN REPAIR & REFINISH	10/19/12	SANDBLAST TRK 681	4,603.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	47.26
			10/19/12	DELTA DENTAL OF KANSAS	47.26
			10/04/12	DELTA DENTAL OF KANSAS	12.98
			10/19/12	DELTA DENTAL OF KANSAS	13.00
		KEY OFFICE EQUIPMENT	7/23/12	OFFICE SUPPLIES	88.24
		KANSAS GAS SERVICE	10/25/12	2324 N JACKSON-SEPT 2012	23.56
		WESTAR ENERGY	10/25/12	100 HOOVER RD-LIFT PUMP-SE	109.58
			10/25/12	1001 GOLDENBELT LIFT-SEPT	25.48
			10/25/12	400 E CHESTNUT-LIFT-SEPT 2	73.76
			10/25/12	630 E ST-LIFT STATION-SEPT	27.14
			10/25/12	948 GRANT-LIFT ST-SEPT 201	25.15
			10/25/12	ELMDALE LIFT PUMP-SEPT 201	32.64
			10/25/12	MOBILE TRAVELER-SEPT 2012	22.19
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	56.71
			10/19/12	KPERS #2	399.86
		CARD CENTER	9/30/12	Public Works - Internet 25	24.99
			9/30/12	Public Works - Telephone -	57.68
			10/09/12	SHIPPING	10.54
			10/19/12	DNC TRAVEL-DINNER APWA CON	16.61
			10/19/12	HILTON HOTEL-APWA CONF	200.00
			10/19/12	WALMART-DPW KITCHEN SUPPLI	78.35
			10/19/12	SHERWIN WILLIAMS-PAINT	29.77
			10/09/12	PICK FOR 918	31.99
			10/09/12	HAMMER FOR 918	7.19
			10/09/12	LIFT STATION PARTS	60.10
			10/09/12	TAPE MEASURES FOR 918	8.49
			10/09/12	OFFICE SUPPLIES	13.07
		CINTAS #451	10/12/12	MATS	9.47
			10/19/12	OFFICE MATS	9.47
			10/26/12	MATS	12.10
				TOTAL:	8,530.39
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	551.76
			10/19/12	MEDICARE WITHHOLDING	129.06
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	398.96
			10/19/12	PHS EMPLOYEE	398.95
			10/04/12	PHS EMP/SPOUSE	77.32
			10/19/12	PHS EMP/SPOUSE	77.32
			10/04/12	PHS FAMILY	77.32
			10/19/12	PHS FAMILY	77.32
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	73.66
			10/19/12	DELTA DENTAL OF KANSAS	73.66
			10/04/12	DELTA DENTAL OF KANSAS	20.01
			10/19/12	DELTA DENTAL OF KANSAS	20.01

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	441.03
			10/19/12	KPERS #2	320.45
		PITNEY BOWES PURCHASE POWER	10/25/12	SEWER-OCT 2012 POSTAGE REF	2,500.00
		PITNEY BOWES	10/25/12	SEWER PORTION OF BILL	3,040.50
		POSTMASTER	10/01/12	OCT 2012-BULK POSTAGE	2,500.00_
				TOTAL:	10,777.33
WASTEWATER PLANTS	WATER & SEWER FUND DS&O RURAL ELECTRIC		10/25/12	SEWER LIFT	40.38
			10/25/12	BROOKEBEND LIFT STATION	92.07
			10/25/12	LIFT STATION- HILLTOP #5	92.07
			10/25/12	2542/2548 JAGER DR SWR LIF	44.66
			10/25/12	2326/2321 OSPREY SWR LIFT	44.66
			10/25/12	2515 WILMA-OLIVIA FARMS-LI	77.94
		CARD CENTER	10/19/12	CONOCO-FUEL TO KC	56.87
		THERMAL COMFORT AIR, INC	10/25/12	WATER HEATER-SWWTP	3,415.45
		VEOLIA WATER NORTH AMERICA	9/24/12	WASTEWATER UTILITY	104,722.33
			9/24/12	WW MONTHLY R & M FEE	41,412.67
			9/24/12	2011 BUDGET RECONCILLATION	9,669.00_
				TOTAL:	159,668.10
NON-DEPARTMENTAL	STORM WATER	LOYAL AMERICAN LIFE INSURANCE COMPANY	10/04/12	CANCER PLAN	8.53
			10/04/12	CANCER PLAN	8.53
		INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	186.45
			10/19/12	SOCIAL SECURITY WITHHOLDIN	64.13
			10/19/12	MEDICARE WITHHOLDING	22.14
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/04/12	AMERICAN UNITED LIFE	8.33
			10/04/12	AMERICAN UNITED LIFE	8.33
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	29.00
			10/04/12	PHS EMPLOYEE	19.33
			10/19/12	PHS EMPLOYEE	9.67
		CITY OF JUNCTION CITY	10/19/12	CITY OF JUNCTION CITY (G-F	1.25
			10/04/12	TELEPHONE REIMBURSEMENT	6.63
			10/04/12	TELEPHONE REIMBURSEMENT	6.63
		MICHIGAN STATE DISBURSEMENT UNIT	10/18/12	GARNISHMENT-2010768564DM	74.89
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	8.00
			10/04/12	DELTA DENTAL OF KANSAS	5.33
			10/19/12	DELTA DENTAL OF KANSAS	2.67
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	69.52
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	28.61
			10/19/12	KPERS #2	49.76
		FLEXIBLE SPENDING ACCOUNT #41807030	10/19/12	FIRST STATE BANK	5.21
		UNITED WAY OF JUNCTION CITY-GEARY COUN	10/19/12	UNITED WAY	1.25_
				TOTAL:	624.19
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	94.66
			10/19/12	MEDICARE WITHHOLDING	22.14
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	115.97
			10/04/12	PHS EMPLOYEE	77.32
			10/19/12	PHS EMPLOYEE	38.65
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	16.20
			10/04/12	DELTA DENTAL OF KANSAS	10.80
			10/19/12	DELTA DENTAL OF KANSAS	5.40
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	59.65
			10/19/12	KPERS #2	69.17
		KAW VALLEY ENGINEERING, INC	10/25/12	OXBOW DESIGN - PS	8,715.00_
				TOTAL:	9,224.96

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	CENTURYLINK COMMUNICATION, INC.	10/29/12	EDC	28.61
			10/19/12	EDC	28.61
		NEX-TECH	10/25/12	EDC	0.05_
				TOTAL:	57.27
LIBRARY	LIBRARY FUND	DOROTHY BRAMLAGE LIBRARY	10/08/12	TAX DISTRIBUTION-OCT 2012	91,053.30_
				TOTAL:	91,053.30
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	10/29/12	ENGINEERING	35.76
			10/19/12	ENGINEERING	35.76_
				TOTAL:	71.52
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	1,072.67
			10/19/12	SOCIAL SECURITY WITHHOLDIN	410.20
			10/19/12	MEDICARE WITHHOLDING	141.61
		ING LIFE INSURANCE & ANNUITY COMPANY	10/19/12	ING	26.63
			10/04/12	AMERICAN UNITED LIFE	18.87
		AMERICAN UNITED LIFE INSURANCE COMPANY	10/19/12	AMERICAN UNITED LIFE	18.87
			10/04/12	PHS EMPLOYEE	143.05
		PREFERRED HEALTH SYSTEMS	10/19/12	PHS EMPLOYEE	143.05
			10/04/12	PHS EMP/SPOUSE	364.54
			10/19/12	PHS EMP/SPOUSE	364.54
		CITY OF JUNCTION CITY	10/04/12	PHS FAMILY	65.91
			10/19/12	PHS FAMILY	65.91
			10/04/12	CITY OF JUNCTION CITY (G-F	0.75
		KANSAS PAYMENT CENTER	10/19/12	CITY OF JUNCTION CITY (G-F	0.75
			10/04/12	TELEPHONE REIMBURSEMENT	1.28
			10/19/12	TELEPHONE REIMBURSEMENT	1.28
		DELTA DENTAL (PAYROLL)	10/04/12	TELEPHONE REIMBURSEMENT	1.99
			10/19/12	TELEPHONE REIMBURSEMENT	1.99
			10/04/12	TELEPHONE REIMBURSEMENT	1.99
		KANSAS DEPT OF REVENUE	10/19/12	TELEPHONE REIMBURSEMENT	1.99
			10/19/12	KANSAS PAYMENT CENTER	26.39
			10/04/12	DELTA DENTAL OF KANSAS	31.99
		KANSAS PUBLIC EMPLOYEES	10/19/12	DELTA DENTAL OF KANSAS	31.99
			10/19/12	STATE WITHHOLDING	438.21
			10/19/12	KPERS #1	52.78
		FLEXIBLE SPENDING ACCOUNT #41807030	10/19/12	KPERS #2	471.73
			10/19/12	FIRST STATE BANK	23.12
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	10/04/12	AFLAC	24.03
			10/19/12	AFLAC	24.03
			10/04/12	AFLAC BEFORE TAX	9.42
		UNITED WAY OF JUNCTION CITY-GEARY COUN	10/19/12	AFLAC BEFORE TAX	9.42
			10/19/12	UNITED WAY	3.85_
				TOTAL:	3,990.85
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	497.98
			10/19/12	MEDICARE WITHHOLDING	116.47
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	502.54
			10/19/12	PHS EMPLOYEE	502.54
			10/04/12	PHS EMP/SPOUSE	193.28
		CENTURY UNITED COMPANIES, INC	10/19/12	PHS EMP/SPOUSE	193.28
			10/22/12	Copier - PW	7.00
			10/22/12	Copier - PW Overage Charge	7.44
		CARTEGRAPH SYSTEMS, INC.	9/30/12	Work Dir. Impl. -25%	395.55
		REHRIG PACIFIC COMPANY	10/18/12	65 GAL ROLL OUT CART	2,700.00
			10/18/12	BRAND PLATE FEE	600.00
			10/18/12	FREIGHT	850.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		ALLTECH COMMUNICATIONS INC	10/11/12	PHONE PARTS	59.86
			10/11/12	TRBL SHOOT PHONE	45.00
		ROBERTS TRUCK CENTER	10/24/12	ENGINE PRTS FOR 583	87.77
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	48.60
			10/19/12	DELTA DENTAL OF KANSAS	48.60
			10/04/12	DELTA DENTAL OF KANSAS	24.61
			10/19/12	DELTA DENTAL OF KANSAS	24.60
		GROSS WRECKER SERVICE	10/15/12	#584 SANI TRUCK TOW	150.00
			10/17/12	583 TOW TO SHOP	175.00
		KEY OFFICE EQUIPMENT	7/23/12	OFFICE SUPPLIES	88.24
		KANSAS GAS SERVICE	10/25/12	2324 N JACKSON-SEPT 2012	23.56
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #2	618.20
		NAPA AUTO PARTS OF J.C.	10/17/12	584 GAUGE	18.96
		CARD CENTER	9/30/12	Public Works - Internet 25	24.99
			9/30/12	Public Works - Telephone -	57.68
			10/19/12	TACO BELL-DINNER APWA CONF	10.00
			10/19/12	KANSAS.GOV-WATER RIGHTS CO	99.00
			10/19/12	WALMART-DPW KITCHEN SUPPLI	78.35
			10/19/12	SHERWIN WILLIAMS-PAINT	29.77
			10/09/12	OFFICE SUPPLIES	13.07
		CINTAS #451	10/12/12	MATS	9.47
			10/19/12	OFFICE MATS	9.48
			10/26/12	MATS	12.09_
				TOTAL:	8,322.98
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	107.51
			10/19/12	MEDICARE WITHHOLDING	25.12
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	69.57
			10/19/12	PHS EMPLOYEE	69.57
			10/04/12	PHS EMP/SPOUSE	23.19
			10/19/12	PHS EMP/SPOUSE	23.19
			10/04/12	PHS FAMILY	23.19
			10/19/12	PHS FAMILY	23.19
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	16.20
			10/19/12	DELTA DENTAL OF KANSAS	16.20
			10/04/12	DELTA DENTAL OF KANSAS	3.28
			10/19/12	DELTA DENTAL OF KANSAS	3.28
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	110.04
			10/19/12	KPERS #2	37.51_
				TOTAL:	551.04
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	DELTA DENTAL (PREMIUMS)	10/26/12	PREMIUMS OCT 2012	813.78_
				TOTAL:	813.78
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	317.23
			10/19/12	MEDICARE WITHHOLDING	30.64
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	38.66
			10/19/12	PHS EMPLOYEE	38.66
		JUNCTION CITY POLICE	10/19/12	JCPOA	20.00
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	115.67
		KANSAS PUBLIC EMPLOYEES	10/19/12	KP&F	150.62_
				TOTAL:	711.48
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	10/19/12	MEDICARE WITHHOLDING	30.64
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	154.63
			10/19/12	PHS EMPLOYEE	154.63

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	10.94
			10/19/12	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	10/19/12	KP&F	355.89_
				TOTAL:	717.67
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	10/19/12	FEDERAL WITHHOLDING	33.46
			10/19/12	SOCIAL SECURITY WITHHOLDIN	21.56
			10/19/12	MEDICARE WITHHOLDING	7.44
		ING LIFE INSURANCE & ANNUITY COMPANY	10/19/12	ING	25.00
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	19.33
			10/19/12	PHS EMPLOYEE	19.33
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	5.33
			10/19/12	DELTA DENTAL OF KANSAS	5.33
		KANSAS DEPT OF REVENUE	10/19/12	STATE WITHHOLDING	13.57
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	21.85
		FLEXIBLE SPENDING ACCOUNT #41807030	10/19/12	FIRST STATE BANK	8.34_
				TOTAL:	180.54
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	10/19/12	SOCIAL SECURITY WITHHOLDIN	31.82
			10/19/12	MEDICARE WITHHOLDING	7.44
		JENNIFER ARNESON, DVM	10/09/12	FIGO LASER THERAPY	62.50
		PREFERRED HEALTH SYSTEMS	10/04/12	PHS EMPLOYEE	77.31
			10/19/12	PHS EMPLOYEE	77.32
		CENTURY LINK	10/29/12	M101602706 DTF PHONE SERVI	38.31
		KA-COMM	10/29/12	111586 UNIT 220	4,423.80
		RECON ROBOTICS	10/29/12	RECON POLE/POUCHES	1,548.00
		DELTA DENTAL (PAYROLL)	10/04/12	DELTA DENTAL OF KANSAS	10.80
			10/19/12	DELTA DENTAL OF KANSAS	10.80
		KANSAS PUBLIC EMPLOYEES	10/19/12	KPERS #1	45.55
		NEX-TECH	10/25/12	DRUG TASK FORCE	2.01
		CARD CENTER	10/09/12	QUANTICO-RIFLE SLINGS	349.00
			10/09/12	BROWNELLS-12 GA MAG EXT	313.76
			10/09/12	1129 J&R-PLUGS/O2 SENSOR #	290.50_
				TOTAL:	7,288.92
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	CARD CENTER	10/09/12	RAMADA-KACP CONF #201,203	167.48
			10/09/12	ULTIMATE-INT & INT TRNG #7	63.75
			10/09/12	MCDONALD-INT&INT TRNG #729	6.88
			10/09/12	KTA-INT & INT TRNG #729	2.50
			10/09/12	JIMMYJOHN-INT & INT TRNG #	6.82
			10/09/12	BENNIGAN-INT & INT TRNG #7	10.47
			10/09/12	HYVEE-INT & INT TRNG #729	8.67
			10/09/12	BENNIGAN-INT & INT TRNG #7	9.41
			10/09/12	HYVEE-INT & INT TRNG #729	8.78
			10/09/12	BENNIGAN-INT & INT TRNG #7	7.94
			10/09/12	HYVEE-INT & INT TRNG #729	9.20
			10/09/12	MCDONALD-INT&INT TRNG #729	6.24
			10/09/12	PILOT-INT & INT TRNG #729	26.50
			10/09/12	PANDA EXP-HOMICIDE TRNG #7	11.11
			10/09/12	GO CHICKEN-HOMICIDE TRNG #	9.65
			10/09/12	KTA-HOMICIDE TRNG #78	0.75
			10/09/12	MINSKY'S-HOMICIDE TRNG #78	13.03
			10/09/12	CHIPOTLE-HOMICIDE TRNG #78	8.96
			10/09/12	PRICE CHOPPER-HOMICIDE TRN	7.54
			10/09/12	54TH ST GRILL-HOMICIDE TRN	12.98
			10/09/12	DAYS INN-HOMICIDE TRNG #78	119.56

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/09/12	KTA-HOMICIDE TRNG 78	1.00_
				TOTAL:	519.22

===== FUND TOTALS =====

01	GENERAL FUND	540,758.67
02	GRANTS	9,157.40
10	SPIN CITY	3,151.47
12	BOND & INTEREST	138,829.09
15	WATER & SEWER FUND	317,182.24
18	STORM WATER	9,849.15
19	ECONOMIC DEVELOPMENT	57.27
20	LIBRARY FUND	91,053.30
22	SPECIAL HIGHWAY FUND	71.52
23	SANITATION FUND	12,864.87
35	EMPLOYEE BENEFITS FUND	813.78
47	DRUG & ALCOHOL ABUSE FUND	1,429.15
50	SPECIAL LE TRUST FUND	7,469.46
54	LAW ENFORCEMENT TRAINING	519.22

GRAND TOTAL: 1,133,206.59

TOTAL PAGES: 31

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/09/2012 THRU 10/29/2012

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS- OCT 9-OCT 29, 2012-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Backup material for agenda item:

- b. Consideration of the Minutes for the October 16, 2012 City Commission meeting.

CITY COMMISSION MINUTES

October 16, 2012

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, October 16, 2012 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, and Jim Sands. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Tyler Ficken.

PUBLIC COMMENT

Mr. Cale of 2814 Valley Dr. stated that he is not satisfied with the customer service of the City. He stated that he received a \$50 fee for a \$40 bill. Mr. Cale stated that he was out of town due to the death of a family member and was unable to pay the bill. Mayor Landes stated that he has had his own account shut off for nonpayment. Finance Director Beatty explained that the property was billed correctly and when payment was not received, the water was turned off. Finance Director Beatty stated that the Customer Service department provides for five methods of payment. Mr. Cale stated that the City should not be in business and the water does not taste good. Commissioner Johnson stated that the water tastes good and it is a good deal. Commissioner Johnson stated that bill collection is expensive; the fee is not for profit but to make the City whole for that expense.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-20 2012 dated September 25, 2012 to October 8, 2012 in the amount of \$489,455.03. Commissioner Aska moved, seconded by Commissioner Johnson to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands. Nays: none. Motion carried.

Consideration of the October 2, 2012 City Commission Meeting minutes. Commissioner Aska moved, seconded by Commissioner Johnson to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands. Nays: none. Motion carried.

Consideration and award of bid for Salt Spreaders and Snow Plow Units. Commissioner Aska moved, seconded by Commissioner Johnson to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands. Nays: none. Motion carried.

SPECIAL PRESENTATIONS

Presentation on the first 90 Days of the Assumption of the Public Works Operations; the spraying of weeds in the street is going well. Commissioner Sands asked if the Public Works Department has the equipment that is needed. Public Services Director McCaffery stated that the public works department owns the sprayer, and the tractor belongs to the Parks Department. Public Services Director McCaffery stated that the staff is working to preserve equipment and he provided photos of rehabilitated equipment. He also stated that the department is working to make equipment universal instead of single use. Mayor Landes asked if the budget is tracking as expected. Public Services Director McCaffery stated that vehicle maintenance costs are high. Mayor Landes commended the Department for a terrific job. Public Services Director McCaffery stated that the City will receive \$8000 in proceeds from collected warranty items.

NEW BUSINESS

Consideration and Adoption of a Winter Snow and Ice Removal Policy. Mayor Landes asked if the Police Department has been consulted on the plan. Public Services Director McCaffery stated that the policy does not deviate greatly from past policy. Commissioner Johnson asked if the issue of swapping parking to allow for additional plowing has been addressed. Public Services Director McCaffery stated that Patriot Point participated in the past. Commissioner Johnson stated that it is difficult to drive near schools and get through; people park in the streets and not the driveway. Public Services Director McCaffery stated that driveway parking is not always an option. Commissioner Johnson asked if snow emergency routes could be considered. Public Services Director McCaffery stated that the City Manager can declare a snow emergency. Chief Brown stated that a snow emergency declaration typically involves a very large snow. Commissioner Aska moved, seconded by Commissioner Sands to approve standard ice and snow removal policy as presented. Ayes: Aska, Johnson, Landes, Sands. Nays: none. Motion carried.

Consideration and approval of airport and hangar land lease document and determination of price per square foot for lease renewal. Commissioner Johnson asked how many leases there are. Finance Director Beatty stated that there are 22 leases which have collected \$7,000 annually in the past. Mayor Landes asked how large the areas are; he pays more to store his golf cart. Finance director Beatty stated that the leases range from 880 to 6,000 square feet. Finance Director Beatty reminded the Commissioner that the lessors own the buildings and pay taxes on them; this is for lease of the land. Commissioner Johnson asked how much the City pays to run the airport. Finance Director Beatty stated that the airport budget is approximately \$100,000, but the Kansas Department of Transportation estimates that the facility has a \$4 million economic impact. Commissioner Johnson stated that he would like the County to help fund some of these programs. Commissioner Johnson stated that with 11,000 takeoffs, a donation box could help the budget.

A discussion of specific proposed changes to the residency policy.

Discussion and consideration of Section 4.6 of the Personnel Policy concerning Nepotism.

COMMISSIONER COMMENTS

Commissioner Sands stated that the streets are looking better, but people need to keep their leaves and grass clipping out of the street.

Mayor Landes thanked Erma with the Geary County Health Department and Gertie Williams with their work on breast cancer awareness work. Also, the AUSA trip will be next week.

STAFF COMMENTS

City Manager Vernon stated that the EDC and Chamber has moved. City Manager Vernon stated that Jim Germann's office will be moved to the central basement location for server rewiring purposes.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Aska to adjourn at 8:121 p.m. Ayes: Aska, Johnson, Landes, and Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 16th DAY OF OCTOBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR OCTOBER 2, 2012.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- c. Consideration and approval of purchase of two trucks for meter reading (1 new purchase & 1 purchased with insurance proceeds).

City of Junction City

City Commission - Agenda Memo

November 6, 2012 Meeting

From: Cheryl S. Beatty, Assistant Manager/Finance Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: **Approval of Purchase of Vehicles for Meter Reading**

Objective: Consideration and approval of purchase of two trucks for meter reading.

Explanation of Issue: In September the new Chevrolet Colorado truck was involved in a collision and was 'totaled' due to possible bent frame. We received an insurance check for \$17,604. The second truck purchase is for replacing a vehicle as budgeted in the 2012 water administration budget (\$18,000). These trucks are being purchased through the State of Kansas purchasing contract. As per Junction City Fiscal Policy, purchases are exempt from a formal bid process when "purchases are made cooperatively with other units of government such as the State of Kansas, government cooperative groups, and extended awards from other governmental agencies." The smaller trucks are no longer available via State contract and no longer provide an economic advantage to purchase. Therefore, we are recommending the purchase of full-size trucks.

We request approval of two Chevrolet Silverado extended cab, full-size trucks with a rhino bed liner at \$17,312.50 each. We did a verbal price check to make sure the State contract was competitive and found that it provides a \$5,000 price reduction by purchasing through the State contract.

Budget Impact: \$18,000 was budgeted for the purchase of one new vehicle for meter reading. The second vehicle shall be purchased with insurance proceeds to replace Chevrolet Colorado that was totaled in September. The original purchase price of the Colorado was \$15,756 through a State contract purchase.

Alternatives: It appears that the City Commission may approve, deny, modify, or table the award of bid for these trucks.

Recommendation: Staff recommends the purchase of these two vehicles through the State purchasing contract as per fiscal policy, one with insurance proceeds and the second as budgeted.

Enclosures: Vehicle Specification as per State Contract.

2013 Model Year
STATE OF KANSAS
BASE VEHICLE
SPECIFICATIONS
FOR
PICKUP TRUCK 1/2 TON

ENGINE: Minimum of six cylinders with a minimum displacement of 3.7 L.

WHEEL BASE: Minimum of 133".

G.V.W.: The gross vehicle weight shall be a minimum of 6,100 pounds.

BODY: To be standard cab with eight (8) foot, styleside or fleetside type pickup body. Exterior and interior to be custom trimmed with single, standard, factory color.

BUMPERS: Front to be painted or chrome oval type. Rear to be factory installed, "step" type with single license tag light and holes for trailer ball and safety chain.

TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse.

REAR AXLE: To be standard for engine and transmission, specified above, used for normal highway use.

BRAKES: To be hydraulic, front disc, rear drum or disc with vacuum power assist.

TIRES: Sized and load rated by manufacturer's recommendations for G.V.W. specified. All season tread.

SPARE TIRE: Fullsize Tire and rim to be furnished with side mounted carrier inside truck bed or under bed.

FUEL TANK: To be standard frame mounted. 26 gallon capacity.

STEERING: Power assisted.

RADIO: AM/FM.

WINDSHIELD, REAR WINDOW & SIDE GLASS: To be tinted.

MIRRORS: One inside prismatic day-night type and right and left outside below eyeline rear view mirrors. (Minimum 40 sq. inches).

INSTRUMENTS STANDARD DASH: Temperature gauge, oil pressure gauge, voltmeter gauge and fuel gauge.

AIR CONDITIONER: Fresh air type, factory installed.

WINDSHIELD WIPERS: Intermittent with washer.

AIR BAGS: Driver and front passenger.

1/2 TON PICKUP - (Continued)

OPTIONS	MFG. CODE NUMBER	UNIT PRICE
Power Door Locks and Windows (standard cab)	<u>5B5</u>	\$ <u>797.00</u>
Power Door Locks and Windows (extended cab)	<u>5B5</u>	\$ <u>863.00</u>
Deep Tinted Glass (standard cab)	<u>AJ1</u>	\$ <u>87.00</u>
Deep Tinted Glass (extended cab)	<u>AJ1</u>	\$ <u>130.00</u>
GM Bedliner	<u>DA</u>	\$ <u>205.00</u>
Locking Rear Differential	<u>G80</u>	\$ <u>282.00</u>
Handling Suspension	<u>Z85</u>	\$ <u>83.00</u>

← + 205
17,241

DELIVERY COSTS

CITY	UNIT PRICE PER VEHICLE
Topeka	\$ <u>NC</u>
Manhattan	\$ <u>71.50</u>
Pratt	\$ <u>276.90</u>

71.50
17,312.50

ALL OTHER LOCATIONS \$1.30 PER MILE PER VEHICLE

ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATIONS:
3 or more vehicles at same time and location 1.20 per mile per vehicle

SHIPPING LOCATION POINT: Topeka

BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 1/2 %

EXTERIOR COLORS AVAILABLE: White, Graystone, Black, Victory Red, Imperial Blue, Silvermist, Mocha Mist

STANDARD WARRANTIES: TOTAL VEHICLE: 36,000 MILES/ 36 MONTHS
POWERTRAIN 100,000 MILES/ 60 MONTHS

PRICING FOR OTHER EXTENDED WARRANTIES: 5yr/100K B-B wrap 4X2 = \$1,522.00/each
4X4 = \$1,722.00/each

GROUP X

1/2 TON PICKUP

CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC

	UNIT PRICE
Base Vehicle to comply with State of Kansas 2013 Model Year Specifications for Pickup Truck ½ Ton, two Wheel drive, standard cab equipped with split seat with fold down armrest, DC Power Outlet, Anti-lock Brakes, Tilt Steering Wheel, Cruise control..	\$15,106.00 ← 15,106
MANUFACTURER: <u>Chevrolet</u>	
MODEL: <u>Silverado 1500 W/T (CC10903)</u>	
G.V.W.: <u>6400</u>	
EPA MILEAGE: <u>17</u> MPG	
STANDARD EQUIPMENT:	
Alternator <u>145</u> AMPS	
Battery <u>600</u> CCA	
Fuel Tank Capacity <u>34</u> gallons	
Tire Size <u>P245/70R17</u>	
Engine Size <u>4.3L</u>	
Mirror Size <u>10" x 6 1/2"</u>	

OPTIONS	MFG. CODE NUMBER	UNIT PRICE
Extra Set of Ignition/Door Keys (3 sets total)	<u>DA/Key</u>	\$ <u>35.00</u>
Extra Door Key	<u>DA/Valet</u>	\$ <u>4.00</u>
4.8 L E-85 Engine	<u>L20</u>	\$ <u>810.00</u>
5.3 L E-85 Engine	<u>LMG</u>	\$ <u>1,497.00</u>
4X4 Extended cab with Long bed and 5.3L V-8 engine	<u>CK10953</u>	\$ <u>6,640.00</u>
4X4 Extended cab with short bed and 4.8L V-8 engine	<u>CK10753</u>	\$ <u>5,618.00</u>
Extended cab with long bed and 5.3L V-8 engine	<u>CC10953</u>	\$ <u>3,820.00</u>
Extended cab with short bed	<u>CC10753</u>	\$ <u>1,930.00</u> ← + 1,930
4 wheel drive	<u>CK10903</u>	\$ <u>2,150.00</u>
Power Door Locks (standard cab)	<u>AV3</u>	\$ <u>350.00</u>
Power Door Locks (extended cab)	<u>AV3</u>	\$ <u>385.00</u>

Backup material for agenda item:

- d. Consideration and approval of Memorandum of Understanding (MOU) Agreement between Fort Riley, Kansas and City of Junction City, Kansas for River Walk Trail.

City of Junction City

City Commission - Agenda Memo

November 6, 2012 Meeting

From: Cheryl S. Beatty, Assistant Manager/Finance Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: **Memorandum of Understanding – River Walk Trail**

Objective: Consideration and approval of Memorandum of Understanding (MOU) Agreement between Fort Riley, Kansas and City of Junction City, Kansas for River Walk Trail.

Explanation of Issue: River Walk Trail is a trail built on federal land at Fort Riley that is open for public use based on a Memorandum of Understanding agreement implemented over 15 years ago. Every five years the City must renew a license to use the land, which is in process now. During the renewal process the Army requested that we update and sign a new MOU agreement to match current U.S.C. federal codes. Our responsibilities in the MOU did not change. Ed Lazear and the Army Corps of Engineers did walk the trail to make sure we continue to be on the same page regarding care and maintenance of this infrastructure and no major issues arose from the walk thru.

Budget Impact: There is no budget impact with signing this updated MOU agreement. The maintenance of the trail is incorporated in current park budget maintenance.

Alternatives: It appears that the City Commission may approve, deny, modify, or table the approval of this Memorandum of Understanding (MOU) Agreement between Fort Riley, Kansas and City of Junction City, Kansas for River Walk Trail.

Recommendation: Staff recommends the approval of the Memorandum of Understanding (MOU) Agreement between Fort Riley, Kansas and City of Junction City, Kansas

Enclosure: Memorandum of Understanding (MOU) Agreement between Fort Riley, Kansas and City of Junction City, Kansas for River Walk Trail.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT RILEY
500 HUEBNER ROAD
FORT RILEY, KANSAS 66442-7000

MEMORANDUM OF UNDERSTANDING
BETWEEN
FORT RILEY, KANSAS
AND
CITY OF JUNCTION CITY, KANSAS

SUBJECT: River Walk Trail

1. REFERENCES:

- a. 10 U.S.C. §2012, Support and services for eligible organizations and activities outside Department of Defense.
- b. DoD Directive 1100.20, Support and services for eligible organizations and activities outside the Department of Defense.
- c. 16 U.S.C. §§1261-1262, National Recreational Trails Fund Act.
- d. DOD Instruction 4000.19, "Interservice and Intragovernmental Support" 9 August 1995.

2. PURPOSE: The purpose of this Memorandum of Understanding (hereinafter "MOU") is to set forth and coordinate the intentions and responsibilities of each party hereto for the funding, construction and maintenance of the River Walk Trail (also referred to as "Linear Park Trail") (hereinafter referred to as "the trail"). The intent of this MOU is neither to alter nor to be construed to change the intent of 10 U.S.C. §2012, Support and services for eligible organizations and activities outside Department of Defense, or of Department of Defense Directive 1100.20, Support and services for eligible organizations and activities outside the Department of Defense

3. POLICY:

- a. Fort Riley is responsible for ensuring proper stewardship of lands under its control and for ensuring the proper use of its equipment and soldiers. The MOU governing cooperation between the parties hereto will aid in the accomplishment of those goals.
- b. Junction City, Kansas has obtained from the State of Kansas a grant of funds to be used for the construction of this trail. The City must provide matching funds of a non-federal origin in complying with the terms of the grant. Nothing provided by Fort Riley shall be considered to be matching funds for purposes of the grant.

4. RESPONSIBILITIES:

a. Fort Riley shall:

(1) Provide all of the supplies and perform all of the services set forth on Appendix A attached hereto and made a part hereof.

(2) Specifically reserve any claim it may have to sovereign immunity as a defense to any action arising in conjunction with the Memorandum of Understanding.

b. Junction City shall:

(1) Provide all the supplies and perform all of the services set forth on Appendix B attached hereto and made a part hereof.

(2) Ensure that all federal, state and local laws and regulations are followed during the planning and construction phase of the trail and during the maintenance and use of the trail after construction is completed. In the event that any such laws or regulations are violated and Fort Riley incurs liability therefore, Junction City will reimburse Fort Riley for the total amount of any monetary penalty imposed as a result of such violation or for the total cost of any remediation work which must be performed as a result of such violation.

(3) Ensure that safe conditions are maintained on and along the trail; this is to include the maintenance of trees that may develop structural hazards and are within striking distance of the trail. Trees that exhibit structural hazard that can be corrected through pruning to ensure safe conditions from overhead trees that are adjacent to the walking trail. When trees that exhibit structural hazard cannot be corrected through proper pruning, and when the hazard is believed to be imminent to those on the walking trail, the tree shall be felled and removed from the trail as soon as possible.

c. All parties hereto shall:

(1) Work together to establish and implement consistent policy and/or regulations/ordinances regarding:

(a) snowmobile and other motorized vehicle access

(b) closure of the park during the Fort Riley firearms deer hunting season as applicable each year.

(c) Ensuring that the bald eagles are protected from "take" in compliance with the Bald and Golden Eagle Protection Act. "Take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct.

(d) the enforcement of trail maintenance and clean-up

(e) the enforcement of the laws of the appropriate jurisdictions over the area of the trail

(2) Establish consistent and definable park rules and cooperate with their enforcement.

(3) Ensure that no construction or noisy maintenance takes place from 1 November to 20 March each year.

5. HOLD HARMLESS AGREEMENT:

a. JUNCTION CITY does hereby forever release, acquit, discharge, indemnify and hold harmless THE UNITED STATES GOVERNMENT, the UNITED STATES ARMY, FORT RILEY, their officers, personnel, employees, and agents from any and all causes of action, including personal injury, illness, death, property damage, loss or destruction of personal property, cost, charges, claims, demands, and liabilities of whatever kind, name, or nature in any manner arising in whole or in part from JUNCTION CITY's construction, maintenance and use of the trail.

b. JUNCTION CITY understands and appreciates the potential hazards associated with building and maintaining the trail and the public's use of the trail, as well as the potential hazards associated with being in a military training environment. Understanding these potential hazards, JUNCTION CITY hereby covenants and agrees to indemnify the UNITED STATES GOVERNMENT, the UNITED STATES ARMY, FORT RILEY, their officers, personnel, employees, and agents for any and all judgments, claims or liabilities of any kind whatsoever arising from any cause or causes of action, including, but not limited to, personal injury, death, loss or destruction of personal property, or property damage arising in whole or in part from JUNCTION CITY's construction, maintenance and public use of the trail.

c. JUNCTION CITY hereby covenants and agrees to defend the UNITED STATES GOVERNMENT, the UNITED STATES ARMY, FORT RILEY, their officers, personnel, employees, and agents against any and all caused of action or claims of any kind whatsoever that may arise in whole or in part from the public's use of the trail and to assume any and all liabilities, charges, expenses and costs (including, but not limited to attorneys fees and court costs) that may result from or by reason of the public's use of the trail. In the event that it shall be impossible for JUNCTION CITY to defend the UNITED STATES GOVERNMENT, the UNITED STATES ARMY, FORT RILEY, their officers, personnel, employees, and agents from any given cause of causes of action, or claims, JUNCTION CITY hereby covenants and agrees to enter such cause or causes of action or claim as a co-defendant to and agrees to indemnify and or reimburse the UNITED STATES GOVERNMENT, the UNITED STATES ARMY, FORT RILEY, their officers, personnel, employees, and agents, all cost and expenses related to the cause of action or causes of action or claim.

d. JUNCTION CITY hereby covenants and agrees not to initiate suit or any form of litigation or judicial proceeding or to make any claim or claims of any type whatsoever against the UNITED STATES GOVERNMENT, the US ARMY, FORT RILEY, its officers, personnel, employees, or agents, to include, but not limited to death, personal injury, medical claims, loss or destruction of personal property, or property damage, directly or indirectly relating to or arising in whole or in part from the public's use of the trail.

e. This agreement is intended to apply to all injuries, fatal or nonfatal, and illnesses of every name, type, kind or nature, and property damage, which are or may be sustained, incurred, or suffered from any cause whatsoever directly or indirectly connected with, arising in whole or in part from the public's use of the trail.

6. PROJECT MANAGERS:

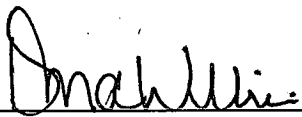
a. For purposes of this MOU, the following individuals, or their duly appointed successors, shall serve as project managers and primary points of contact until replaced or until this MOU expires.

(1) For Fort Riley: Jeffrey D. Williamson, Director, Public Works, Building 330, Fort Riley, KS 66442, (785) 239-3906.

(2) For Junction City: Ed Lazear, Parks and Recreation Director, 700 North Jefferson, Junction City, KS 66441, (785) 210-7131.

7. Funding: Nothing herein shall be construed as obligating Fort Riley, Kansas to expend, or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.

8. EFFECTIVE DATE: This MOU is intended to be in effect for 5 years. The MOU shall become effective as of _____ 2012 or the date of the last signature hereon, whichever condition occurs first.



DONALD M. MACWILLIE
Brigadier General, USA
Commanding

16 Oct 2012

(DATE)

PAT LANDES
Mayor
Junction City, Kansas

(DATE)

APPENDIX B JUNCTION CITY RESPONSIBILITIES

Junction City shall:

- (1) Perform the construction of the trail, except as set forth in Appendix A, Para. (1).
- (2) Fund the construction of the trail.
- (3) Maintain the trail.
- (4) Provide rodent and predator-proof trash receptacles at each trail head and along the trail.
- (5) Make major repairs to the trail.
- (6) Repair or replace water crossings.
- (7) Provide, repair and maintain benches along the trail.
- (8) Perform litter patrol for the trail and parking areas at least twice weekly, or more often as required.
- (9) Maintain the parking area at the trail head.
- (10) Maintain the clear zone along each side of the trail so the vegetation does not overtake the trail.

APPENDIX A

FORT RILEY RESPONSIBILITIES

Fort Riley shall:

- (1) Perform construction in accordance with directives provided by Public works. This construction may include, in its entirety, clearing and grubbing the trail on fort Riley.
- (2) Provide signs along the training area boundary to warn military training vehicles to stay off the trail.
- (3) Provide signs for the trail heads and install the sign at the parking lot on the east end.
- (4) Provide security and law enforcement services for the portion of the trail located on Fort Riley.

Backup material for agenda item:

- e. Consideration to purchase eight portable radios.

City of Junction City

City Commission

Agenda Memo

11-06-12

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: **Police Department Portable Radio Purchase**

Objective: Voting to approve this item allow for the purchase of eight portable radios from Ka-Comm, Inc. for an amount not to exceed \$16,046.56

Explanation of Issue: These radios will replace existing radios which will be inoperable on January 1, 2013. The Federal Communications Commission (FCC) has mandated that all public safety land mobile radio systems switch to a Narrowband frequency by January 1, 2013. Existing radios do not use Narrowbanding technology.

The purchase of these eight radios will complete the Police Department's project to migrate to narrowbanding technology and will bring the department into compliance with the 2013 federal mandate.

Ka-Comm., Inc. is the sole source provider of Harris Public Safety equipment in Kansas. They are the only radio provider in Kansas that can provide mobile or portable radios with the encryption that the Junction City Police Department is currently using.

Budget Impact: This purchase was approved from the General Fund in the 2012 Police Department budget in the Communications Equipment line item.

Special Considerations: There are no special considerations.

Alternatives: The Commission may approve, deny or postpone this item.

Recommendation: Staff recommends a motion to approve the purchase of eight portable radios.

Suggested Motion:

Commissioner _____ moves to approve the purchase of eight portable radios.

Commissioner _____ seconded the motion.



Quotation

The Leader in Critical Communication

2321 Sky-View Lane
Manhattan, Kansas 66502
Phone 785-776-8177 Fax 785-776-6434

DATE 10/24/2012
Quotation #
Customer ID

Junction City Police Department
Attn: Chief Tim Brown

Quotation valid for: 90 Days
Prepared by: R.J. Meierhoff

Comments or Special Instructions:

List price for the portable is \$2720.00.

Quantity	Description	Unit Cost	Amount
8	Harris P5150 450-512 Mhz Scan portable MAHM-SUDXX	\$ 1,820.50	\$ 14,564.00
	with AEGIS digital voice MAHM-PL3T, 450-512 Mhz		
	antenna MAHM-NC1N, 2400 mAh NiMH battery MAHM-		
	PA9P, Metal belt clip MAHM-HC7P, Single charger MAHM-		
	CH9E		
8	Harris Speaker Microphone MAHM-AE7A	\$ 135.00	\$ 1,080.00
8	Otto V1-10282 2.5mm ear phone kit	\$ 40.32	\$ 322.56
8	Otto C806573-LM Flexible open ear insert, Left medium	\$ 10.00	\$ 80.00
TOTAL			\$ 16,046.56

If you have any questions concerning this quotation contact: R.J. Meierhoff 2321 Sky-View Lane, Manhattan, Kansas 66502

THANK YOU FOR YOUR BUSINESS!

Quotation Acceptance

R.J.
Meierhoff

Digitally signed by R.J. Meierhoff
DN: cn=R.J. Meierhoff, o=Ka-Comm., Inc., ou,
email=rmeierhoff@ka-comm.com, c=US
Date: 2012.10.24 16:24:34 -0500

R. J. MEIERHOFF



*Serving Kansas
Since 1960*

R.J. Meierhoff
Ka-Comm., Inc.
2321 Sky-View Lane
Manhattan, Ks 66502
October 24, 2012

Tim Brown
Chief of Police
Junction City Police Department
210 East 9th Street
Junction City, Ks 66441

This letter is to confirm that Ka-Comm., Inc. is the sole source provider of Harris Public Safety equipment in Kansas.

There are no other radio providers in Kansas that can provide mobile or portable radios with AEGIS encryption that Junction City Police Department is currently using.

If you desire additional information, please don't hesitate to contact me at (800) 871-8177.

Sincerely,

R.J.
Meierhoff
R.J. Meierhoff
Sales

Digitally signed by R.J. Meierhoff
DN: cn=R.J. Meierhoff, o=Ka-Comm., Inc., ou=Sales, email=meierhoff@ka-comm.com, c=US
Date: 2012.10.24 1:00:03 -0500

Backup material for agenda item:

- f. The consideration and approval of the 2013 Cereal Malt Beverage Licenses.

City of Junction City City Commission Agenda Memo

November 6, 2012

From: Gregory S. McCaffery, Municipal Services Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: 2013 Cereal Malt Beverage Licenses

Objective: The consideration and approval of the 2013 Cereal Malt Beverage Licenses.

Explanation of Issue: Cereal Malt licenses expire December 31st of every year. Renewals have been sent. In order to renew, each business must be in compliance. To be in compliance the business will need to pass a back ground check, pass inspection from the Kansas Department of Agriculture and Building & Codes and have Commission approval.

The following businesses have been sent renewals:

- Casey's General Stores #2004
- Dillons Store
- Handy's #2 LLC
- Handy's #3 LLC
- Handy's #4 LLC
- Handy's #5 LLC
- Handy's Express LLC
- Negril Caribbean Restaurant
- Panda Palace
- Rohan Inc
- Shell Travel Center #6
- Shop Quik #2
- Shop Quik #5 Texaco Food Mart
- Shop Quik #7 Store
- Walmart Super Center #43
- Wood Mini Mart

Budget Impact: There are two different types of Cereal Malt licenses, General and Limited. A General Cereal Malt license is \$200.00. A Limited Cereal Malt license is \$50.00. Each license is charged a \$25.00 investigation fee and a \$25.00 State Stamp fee.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of the 2013 Cereal Malt Beverage Licenses.

Suggested Motion:

Commissioner _____ moves to approve the 2013
Cereal Malt Beverage Licenses.

Commissioner _____ seconded the motion.

Backup material for agenda item:

- g. Consideration of letter of support for the Geary County Senior Citizen's Center
KDOT operating assistance grant.

Pat Landes
Mayor



P. O Box 287
Municipal Building
Junction City, KS 66441
(785) 238-3103 ext.300

MAYOR'S OFFICE

November 6, 2012

Debbie Engel, Director
Geary County Senior Citizen's Center
1107 S. Spring Valley Rd.
Junction City, KS 66441

The City of Junction City would like to express our strong support of your application for operating assistance to the Kansas Department of Transportation. By providing transportation you greatly enhance our community. Seniors are able to make doctor appointments, get to their jobs, and purchase groceries and other services. The program provides a great service to your patrons as well as to businesses in the community.

The services provided through the Geary County Senior Citizen's Center are a valued and important service to citizens in our community.

Sincerely,

Pat Landes
Mayor

Backup material for agenda item:

- a. A Public Hearing to consider condemnation of property at 227 E 1st St and approval of Resolution 2670.

City of Junction City City Commission Agenda Memo

November 6, 2012

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 227 E 1st St– Resolution 2670

Objective: A Public Hearing to consider condemnation of property at 227 E 1st St and approval of Resolution 2670.

Explanation of Issue: On September 18, 2012 the City Commission approved Resolution 2697, setting a public hearing date to address the condemnation of the property on 227 E 1st St. Resolution 2697 was sent to the property owner of record and was published in The Daily Union on September 22, 2012. City Staff is requesting approval of Resolution 2670, to allow the property owners 120 days, by law, to repair or remove this structure. 120 days will be March 11, 2013. If the owner fails to commence the repair or remove the structure within this time, bids will be requested for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 5 condemnation up for consideration it is estimated to cost about \$15,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2670, giving the property owners 120 days, by law, to repair or remove the structure at 227 E 1st St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2670 to give the property owners 120 days, by law, to repair or remove the structure at 227 E 1st St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2670

RESOLUTION NO. 2670

A RESOLUTION PURSUANT TO SECTION 560.050 OF THE CODE OF THE CITY OF JUNCTION CITY, KANSAS, FINDING A STRUCTURE TO BE UNSAFE AND DANGEROUS AND DIRECTING REPAIR OR REMOVAL OF THE DANGEROUS STRUCTURE.

WHEREAS, under the provision of Section 560.040 of the Code of the City of Junction City, Kansas, the Enforcing Officer of the City of Junction City, Kansas, has filed with the Governing Body of the City a statement in writing stating that a building commonly known as 227 E 1st St, Junction City, Kansas, and legally described as:

Lot 3 and 4, Block 73, Junction City, Geary County, Kansas

is unsafe and/or dangerous, and

WHEREAS, the City has caused a search to be made of the records affecting the title to the real estate in the office of the Geary County Register of Deeds and has found that the owners and lienholders of record to the above described property are as follows:

Clifford T Hutchinson and Cynthia L Hutchinson PO Box 3032, Junction City, KS 66441

WHEREAS, the agents, if any, and occupants, if any, of the above described property are as follows:

None

WHEREAS, the Governing Body did by Resolution 2697 designate November 6, 2012 at 7:00 p.m., in the City Commission Room of the Junction City Municipal Building, 700 North Jefferson, Junction City, Kansas, as the time and place in which the owners, their agents, any lienholders of record and any occupants of the building or structure could appear and show cause why the building or structure should not be condemned and ordered repaired or demolished, and

WHEREAS, Resolution 2697 was published on September 22, 2012 in the Junction City Daily Union, which is the official city newspaper, and

WHEREAS, a copy of Resolution 2697 was mailed by certified mail to each owner, agent, lienholder and occupant at his/her or its last known place of residence on September 19, 2012 which was within three (3) days after publication of said resolution, and,

WHEREAS, pursuant to Section 560.050 of the Code of the City of Junction City, Kansas, on November 6, 2012, the Governing Body of the City of Junction City held a public hearing pursuant to Resolution 2697. The Enforcing Officer, or his designated representative, Mark Karmann, appeared in person. _____

appeared for the owner. Thereupon, the Enforcing Officer, or designated representative,

Mark Karmann, presented evidence. _____ presented evidence for the owner.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

1. The Governing Body finds that the Enforcing Officer and City Clerk have duly complied with all the legal requirements in regard notice and hereby approves and finds legally sufficient the legal publication and mailed notices required by Section 560.040 of the Code of the City of Junction City, Kansas.

2. The Governing Body finds that the building located on 227 E 1st St, is an unsafe and/or dangerous structure as defined in Section 560.020 of the Code of the City of Junction City, Kansas.

3. The Governing Body hereby orders that the owner be given until _____ to either repair the structure in accordance with applicable City Building Codes or to diligently prosecute or complete the removal of the structure on the above-described real estate. The Governing Body further orders that if said owner fails to commence the repair or remove of such structure within the time stated or fails to diligently prosecute the same until the work is completed, then in that event the Enforcing Officer is hereby authorized and directed to cause the structure to be repaired or razed and removed without further notice. The Enforcing Officer may invite bids for the removal of such building, negotiate the contract for its removal or cause the structure to be removed by city employees and personnel. In any event, the Enforcing Officer shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay for the cost of removing said structure and for the cost of making the premises safe and secure and in full compliance with the provisions of Chapter 560 of the Code of the City of Junction City, Kansas. The Enforcing Officer shall follow the procedure in regard to this matter as set out in Chapter 560 of the Code of the City of Junction City, Kansas.

4. The City Clerk shall cause this Resolution to be published once in the official city newspaper and to be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only."

PASSED AND ADOPTED THIS 6TH DAY OF NOVEMBER, 2012.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk
(SEAL)

Backup material for agenda item:

- b. A Public Hearing to consider condemnation of property at 239 E 7th St and approval of Resolution 2671.

**City of Junction City
City Commission
Agenda Memo**

November 6, 2012

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 239 E 7th St – Resolution 2671

Objective: A Public Hearing to consider condemnation of property at 239 E 7th St and approval of Resolution 2671.

Explanation of Issue: On September 18, 2012 the City Commission approved Resolution 2698, setting a public hearing date to address the condemnation of the property on 239 E 7th St. Resolution 2698 was sent to the property owner of record and was published in The Daily Union on September 22, 2012. City Staff is requesting approval of Resolution 2671, to allow the property owners 120 days, by law, to repair or remove this structure. 120 days will be March 11, 2013. If the owner fails to commence the repair or remove the structure within this time, bids will be requested for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 5 condemnation up for consideration it is estimated to cost about \$15,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2671, giving the property owners 120 days, by law, to repair or remove the structure at 239 E 7th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2671 to give the property owners 120 days, by law, to repair or remove the structure at 239 E 7th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2671

RESOLUTION NO. 2671

A RESOLUTION PURSUANT TO SECTION 560.050 OF THE CODE OF THE CITY OF JUNCTION CITY, KANSAS, FINDING A STRUCTURE TO BE UNSAFE AND DANGEROUS AND DIRECTING REPAIR OR REMOVAL OF THE DANGEROUS STRUCTURE.

WHEREAS, under the provision of Section 560.040 of the Code of the City of Junction City, Kansas, the Enforcing Officer of the City of Junction City, Kansas, has filed with the Governing Body of the City a statement in writing stating that a building commonly known as 239 E 7th St, Junction City, Kansas, and legally described as:

See Exhibit A

is unsafe and/or dangerous, and

WHEREAS, the City has caused a search to be made of the records affecting the title to the real estate in the office of the Geary County Register of Deeds and has found that the owners and lienholders of record to the above described property are as follows:

Roger A Seymour and Connie L Seymour 1181 Rock Springs Ln, Manhattan, KS 66502

WHEREAS, the agents, if any, and occupants, if any, of the above described property are as follows:

None

WHEREAS, the Governing Body did by Resolution 2698 designate November 6, 2012 at 7:00 p.m., in the City Commission Room of the Junction City Municipal Building, 700 North Jefferson, Junction City, Kansas, as the time and place in which the owners, their agents, any lienholders of record and any occupants of the building or structure could appear and show cause why the building or structure should not be condemned and ordered repaired or demolished, and

WHEREAS, Resolution 2698 was published on September 22, 2012 in the Junction City Daily Union, which is the official city newspaper, and

WHEREAS, a copy of Resolution 2698 was mailed by certified mail to each owner, agent, lienholder and occupant at his/her or its last known place of residence on September 19, 2012 which was within three (3) days after publication of said resolution, and,

WHEREAS, pursuant to Section 560.050 of the Code of the City of Junction City, Kansas, on November 6, 2012, the Governing Body of the City of Junction City held a public hearing pursuant to Resolution 2698. The Enforcing Officer, or his designated representative, Mark Karmann, appeared in person. _____ appeared for the owner. Thereupon, the Enforcing Officer, or designated representative,

Mark Karmann, presented evidence. _____ presented evidence for the owner.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

1. The Governing Body finds that the Enforcing Officer and City Clerk have duly complied with all the legal requirements in regard notice and hereby approves and finds legally sufficient the legal publication and mailed notices required by Section 560.040 of the Code of the City of Junction City, Kansas.

2. The Governing Body finds that the building located on 239 E 7th St, is an unsafe and/or dangerous structure as defined in Section 560.020 of the Code of the City of Junction City, Kansas.

3. The Governing Body hereby orders that the owner be given until _____ to either repair the structure in accordance with applicable City Building Codes or to diligently prosecute or complete the removal of the structure on the above-described real estate. The Governing Body further orders that if said owner fails to commence the repair or remove of such structure within the time stated or fails to diligently prosecute the same until the work is completed, then in that event the Enforcing Officer is hereby authorized and directed to cause the structure to be repaired or razed and removed without further notice. The Enforcing Officer may invite bids for the removal of such building, negotiate the contract for its removal or cause the structure to be removed by city employees and personnel. In any event, the Enforcing Officer shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay for the cost of removing said structure and for the cost of making the premises safe and secure and in full compliance with the provisions of Chapter 560 of the Code of the City of Junction City, Kansas. The Enforcing Officer shall follow the procedure in regard to this matter as set out in Chapter 560 of the Code of the City of Junction City, Kansas.

4. The City Clerk shall cause this Resolution to be published once in the official city newspaper and to be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only."

PASSED AND ADOPTED THIS 6TH DAY OF NOVEMBER, 2012.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk
(SEAL)

Exhibit A

Lots One (1) and Two (2), Block Twenty-six (26), Junction City Addition, Junction City, Kansas and a part of Lot Two (2) in Special Section Twelve (12), Township Twelve (12) South, Range Five (5) East of the 6th Principal Meridian, Geary County, Kansas, described as follows: Commencing at the Northeast corner of Block Twenty-six (26). Junction City, Kansas; thence South along the East line of said Block Twenty-six (26), 141 feet 2 inches; then East 36 feet 3 inches to the West line of Monroe Street; thence in a Northwesterly direction along the West line of said Monroe Street to a point 11 feet 6 inches East of the place of beginning; then West to the Place of Beginning.

Backup material for agenda item:

- c. A Public Hearing to consider condemnation of property at 305 E 8th St and approval of Resolution 2672.

**City of Junction City
City Commission
Agenda Memo**

November 6, 2012

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 305 E 8th St– Resolution 2672

Objective: A Public Hearing to consider condemnation of property at 305 E 8th St and approval of Resolution 2672.

Explanation of Issue: On September 18, 2012 the City Commission approved Resolution 2699, setting a public hearing date to address the condemnation of the property on 305 E 8th St. Resolution 2699 was sent to the property owner of record and was published in The Daily Union on September 22, 2012. City Staff is requesting approval of Resolution 2672, to allow the property owners 120 days, by law, to repair or remove this structure. 120 days will be March 11, 2013. If the owner fails to commence the repair or remove the structure within this time, bids will be requested for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 5 condemnation up for consideration it is estimated to cost about \$15,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2672, giving the property owners 120 days, by law, to repair or remove the structure at 305 E 8th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2672 to give the property owners 120 days, by law, to repair or remove the structure at 305 E 8th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2672

RESOLUTION NO. 2672

A RESOLUTION PURSUANT TO SECTION 560.050 OF THE CODE OF THE CITY OF JUNCTION CITY, KANSAS, FINDING A STRUCTURE TO BE UNSAFE AND DANGEROUS AND DIRECTING REPAIR OR REMOVAL OF THE DANGEROUS STRUCTURE.

WHEREAS, under the provision of Section 560.040 of the Code of the City of Junction City, Kansas, the Enforcing Officer of the City of Junction City, Kansas, has filed with the Governing Body of the City a statement in writing stating that a building commonly known as 305 E 8th St, Junction City, Kansas, and legally described as:

See Exhibit A

is unsafe and/or dangerous, and

WHEREAS, the City has caused a search to be made of the records affecting the title to the real estate in the office of the Geary County Register of Deeds and has found that the owners and lienholders of record to the above described property are as follows:

Frank L Lisle

WHEREAS, the agents, if any, and occupants, if any, of the above described property are as follows:

None

WHEREAS, the Governing Body did by Resolution 2699 designate November 6, 2012 at 7:00 p.m., in the City Commission Room of the Junction City Municipal Building, 700 North Jefferson, Junction City, Kansas, as the time and place in which the owners, their agents, any lienholders of record and any occupants of the building or structure could appear and show cause why the building or structure should not be condemned and ordered repaired or demolished, and

WHEREAS, Resolution 2699 was published on September 22, 2012 in the Junction City Daily Union, which is the official city newspaper, and

WHEREAS, a copy of Resolution 2699 was mailed by certified mail to each owner, agent, lienholder and occupant at his/her or its last known place of residence on September 19, 2012 which was within three (3) days after publication of said resolution, and,

WHEREAS, pursuant to Section 560.050 of the Code of the City of Junction City, Kansas, on November 6, 2012, the Governing Body of the City of Junction City held a public hearing pursuant to Resolution 2699. The Enforcing Officer, or his designated representative, Mark Karmann, appeared in person. _____ appeared for the owner. Thereupon, the Enforcing Officer, or designated representative,

Mark Karmann, presented evidence. _____ presented evidence for the owner.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

1. The Governing Body finds that the Enforcing Officer and City Clerk have duly complied with all the legal requirements in regard notice and hereby approves and finds legally sufficient the legal publication and mailed notices required by Section 560.040 of the Code of the City of Junction City, Kansas.

2. The Governing Body finds that the building located on 305 E 8th St, is an unsafe and/or dangerous structure as defined in Section 560.020 of the Code of the City of Junction City, Kansas.

3. The Governing Body hereby orders that the owner be given until _____ to either repair the structure in accordance with applicable City Building Codes or to diligently prosecute or complete the removal of the structure on the above-described real estate. The Governing Body further orders that if said owner fails to commence the repair or remove of such structure within the time stated or fails to diligently prosecute the same until the work is completed, then in that event the Enforcing Officer is hereby authorized and directed to cause the structure to be repaired or razed and removed without further notice. The Enforcing Officer may invite bids for the removal of such building, negotiate the contract for its removal or cause the structure to be removed by city employees and personnel. In any event, the Enforcing Officer shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay for the cost of removing said structure and for the cost of making the premises safe and secure and in full compliance with the provisions of Chapter 560 of the Code of the City of Junction City, Kansas. The Enforcing Officer shall follow the procedure in regard to this matter as set out in Chapter 560 of the Code of the City of Junction City, Kansas.

4. The City Clerk shall cause this Resolution to be published once in the official city newspaper and to be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only."

PASSED AND ADOPTED THIS 6TH DAY OF NOVEMBER, 2012.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk
(SEAL)

EXHIBIT "A"

Order Number: 28718

Tract I

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Twenty-four (24), Original Townsite of Junction City, Kansas.

Tract II

All that part of Addition "B", Junction City, Kansas, more particularly described as follows: Beginning at a point on the East side of Monroe Street in Junction City, Kansas, 80 feet East of the Quarter Section stone standing between Sections One (1) and Twelve (12), Township Twelve (12) South, Range Five (5) East; thence East 190 feet, more or less, to a point on the West line of the present right-of-way of the Union Pacific Railroad Company; thence in Southwesterly direction along said Westerly right-of-way line 142 feet 10 inches, more or less, to its intersection with the Northerly line of Seventh Street, if extended; thence West to the East line of Monroe Street; thence North parallel to the East boundary line of Junction City, Kansas, to the Point of Beginning.

Also, all that part of the vacated alley lying between Tracts 1 and 2, as described above and the vacated East 19 feet of Monroe Street adjoining Tracts 1 and 2 and said vacated alley, on the West.

LESS and EXCEPT the following described Tract, to-wit:

A portion of Addition "B" Junction City, Kansas, being described as follows:

Commencing at the Quarter Section stone between Sections One (1) and Twelve (12), Township Twelve (12) South, Range Five (5) East; thence on an assumed bearing of South 89°03'49" East along the North line of the Northeast Quarter Section a distance of 61.01 feet to a point on the West line of the vacated East 19.00 feet on Monroe Street adjoining said Addition "B"; thence on an assumed bearing South 00°00'00" West along said West line a distance of 2.51 feet to the Point of Beginning of the tract to be described; thence North 88°53'17" East a distance of 58.88 feet; thence South 01°36'55" W a distance of 144.88 feet to a point on the Northerly line of Seventh Street right-of-way if extended; thence North 89°54'55" West along said Northerly right-of-way line a distance of 54.78 feet to a point on the West line of said vacated East 19.00 feet on Monroe Street; thence North 00°00'00" East along said West line of said vacated East 19.00 feet on Monroe Street a distance of 143.60 feet to the Point of Beginning.

Tract III

A tract of land located in a part of Block Twenty-four (24) of the Original Townsite of Junction City, and a part of Addition "B" to the City of Junction City, all in Geary County, Kansas, more particularly described as follows: Beginning at the Northwest corner of Lot Six (6), Block Twenty-four (24) of the Original Townsite of Junction City, Kansas, said point also being on the South right of way line of 8th Street; thence South 89°39'15" East, on said South right of way line of 8th Street, a distance of 75.00 feet; thence South 00°20'45" West, a distance of 200.00 feet; thence North 89°39'15" West, a distance of 72.17 feet; thence North 10°38'00" East, a distance of 37.90 feet to a point on the North line of said Addition "B" to the City of Junction City; thence South 89°59'20" West, on said North line of Addition "B", a distance of 8.71 feet; thence North 00°01'59" East on the West line of said Lot Six (6), Block Twenty-four (24), and an extension thereof, a distance of 162.77 feet to the Point of Beginning.

Reserving unto the Union Pacific Railroad Company a 10.0 wide strip of land for ingress and egress purposes, said strip being the Easterly 10.0 feet of the above described parcel of land.

Backup material for agenda item:

- a. Consideration and approval of airport hangar land lease document and determination of price per square foot for lease renewal.

AIRPORT SURVEY

Name of City:	Land Lease:		Charges-land lease:	Apron Charges	Fuel Flow Fee
	YES	NO			
Abilene	x		\$0.10/sq ft/yr	None	None
Clay Center		x	Hangars-City Owned	None	\$.05/gal
Concordia		x	Hangars- City Owned	None	None
Herrington	x		\$0.01/sq ft/yr=\$350/acre	None	
Junction City	x		\$0.15/sq ft/yr	None	\$.05/gal
Manhattan	x		\$0.15/sq ft/yr	\$25/month \$7.50/day	\$.07/gal
Marysville	x		\$189/year all size planes	None	None
Osage City		x	Hangars-City Owned	None	None
Salina		x	Hangars-City Owned	\$.30/sq ft	\$0.0722/gal

City of Junction City Commission Meeting

Agenda Memo

For Meeting dated November 6, 2012

From: Cheryl S. Beatty, Assistant Manager / Finance Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: Approval of Non-commercial Airport Hangar Land Lease Document and Lease Price

Objective: Consideration and approval of airport hangar land lease document and determination of price per square foot for lease renewal.

Explanation of Issue: Last year we discovered in a review of the existing airport hangar land leases that we needed to terminate the existing leases to enable any changes to the lease. The lease holders were notified of the termination and informed that a new lease would be presented near the end of the existing lease. The existing land leases will end December 31, 2012. The attached new lease agreement incorporates the changes recommended by staff and the airport board. The changes include multi-year lease instead of an annual lease, a minimum standard for care and maintenance for the hangar, an allowance for an annual cost of living increase for each year of the land lease with an automatic renewal of lease if both parties agree to such renewal, requirement for liability insurance, and other standard contract language.

The price per square foot has been left blank for discussion and final input from the city commission. A year ago there was discussion about doubling the price per square foot, which would increase it to \$.30/square foot. After review and comparison of neighboring airports, we found that the highest land rental price is \$.15 per square foot – see attached chart.

After the last meeting the Airport Advisory Board discussed the agreement and requested revisions. The revisions included the following: land lease price at \$0.1500/square foot with annual COL adjustment; some minor wording changes to make the document easier to understand; addition to item six "If this lease involves the construction of a new hangar"; removal of second and third sentences of number 11 because of ingress/egress problems of getting to the hangars; adding reference to the Airport Master Plan in item 17a; changing Airport Commission to Airport Advisory Board in 17b; and rewriting 18b and 18c to simply. In addition, the Airport Advisory Board is recommending this lease agreement be for a lease for non-commercial activities since business activities have other issues matching years of the lease to finances, issues with insurance compliance, and other

use purposes that may conflict with this land lease. This will necessitate a separate or different land lease with Raven Aero, to be negotiated.

Budget Impact: The current land lease income is \$0.1500 per square foot, which would provide an annual income of \$7,416.90 if all hangars renew the land lease and remain on site.

Alternatives: It appears the Commission has the following alternatives concerning the issues at hand: Approve, Deny, Change, or Postpone.

Recommendation: Staff and Airport Advisory Board recommend a motion to approve the hangar land lease agreement as revised by the Airport Advisory Board and set the lease price at \$0.1500 per square foot.

Enclosures: Airport Hangar Land Lease Agreement (as revised)
 Airport Fee Survey

LAND LEASE AGREEMENT (non-commercial)

HANAGAR SPACE @ JUNCTION CITY AIRPORT – FREEMAN FIELD

This Land Lease Agreement ("Lease") made and entered into this _____ day of December 2012 by and between the City of Junction City, Kansas, as City, hereinafter referred to as the "City", and _____, hereafter referred to as "Lessee".

WITNESSETH:

WHEREAS, City is the owner of the Junction City Airport, aka Freeman Field, Junction City, Kansas (the "Airport"); and

WHEREAS, Lessee desires to lease from the City a parcel of land at the Airport to be used for the location of an aircraft storage facility (a hangar);

NOW, THEREFORE, in consideration of the mutual promises of the City and Lessee as set forth below, the City and Lessee agree as follows:

1. Leased Premises. The City leases to the Lessee the following described portion of the Airport area for the location of hangar space which, unless specifically stated otherwise, is referred to in this Lease as the "Leased Premises."

A parcel of land identified as Hangar Space Identification No. _____, containing approximately _____ Square Feet

2. Term/Renewal. The term of this Lease shall be for five (5) year(s) commencing on the 1st of January, 2013, and ending on the 31st of December, 2018, with the annual rent payment due by January 2 of each year. Lessee shall have two (2) five (5) year periods to extend this Lease subject to the terms and conditions hereof, including the provisions governing the renegotiations of rental fees, unless no later than 180 days prior to the expiration of the Lease, the City or City serves upon the other notice in writing by registered mail addressed to such person at the address herein set forth stating the intention not to renew this Lease. City shall not unreasonably withhold renewal of this Lease. If at any time the City decides not to renew this Lease, City shall have the option either to (i) purchase the hangar at its fair market value, as determined by the County Assessor on the most recent tax bill, or (ii) require the Lessee to remove the hangar no later than 90 days after termination of the Lease. Unless the City has given Lessee notice of nonrenewal, Lessee may submit notice to extend this Lease to City in writing no later than 90 days prior to the expiration date at the address herein set forth. Upon receipt of notice of renewal of this Lease, City shall prepare an addendum to the Lease which shall reflect the City's rent for the renewal period. Any modifications to the rent shall commence with the start of the renewal period.
3. Rent. Commencing January 1, 2013, Lessee agrees to pay per year as rent, calculated at the rate of \$0.1500 cents per square foot of the Leased Premises. Each calendar year thereafter rent will increased by annual COL as set in October of each year by the US Department of Labor. Thereafter, if the Lessee opts to renew the Lease as provided herein, the rent may, at the option of the City, be increased. Rent for the year 2013 shall be paid to the City upon execution of this Lease and annually thereafter on January 2 of each calendar year. Failure to pay the rent as provided herein shall be cause for termination of this Lease.

4. Use of Leased Premises. Lessee agrees that the Leased Premises will be used for the location of an aircraft storage facility, at Lessee's sole cost and expense, to be used for storage of aircraft. The City agrees that other items of personal property, such as vehicles and boats, may also be stored in the hangar as long as the primary use of the hangar is the storage of aircraft.
5. Condition of Leased Premises. Lessee accepts the Leased Premises in its present condition and, without expense to the City, will maintain any installations thereon.
6. Construction. If this lease involves construction of a new hangar, the lessee shall construct a hangar on the Leased Premises in accordance with applicable regulations and building codes of the City as well as any requirement of the Airport. Construction scheduling and operations shall be coordinated with, and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Any and all portions of the Airport that are disturbed by Lessee or its contractors during construction shall be restored by Lessee, at its expense, to the same condition as before construction began.
7. Maintenance, Exterior Storage, and Housekeeping. Lessee shall at its expense, keep, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in an operable condition acceptable to the City, consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not be limited to: roof, exterior painting, all doors, paved areas, lighting, grass, and landscaped areas within the Lease Premises, to include within at least fifteen (15) feet of the perimeter of the hangar facility. Lessee further agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises, and will remove at its expense all trash, garbage, and drained oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal. In the event Lessee does not keep the Leased Premises in a condition acceptable to the City, the City has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactorily within ten (10) days of such notification, or show cause for extension of said time period, the City shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the City one hundred twenty five percent (125%) of such expenses within fifteen (15) days upon invoice receipt. In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, the City may grant, at its sole discretion, an extension of time if warranted.
8. Utilities. Lessee agrees to provide its own connections with utilities and to make separate arrangements with the companies and agencies responsible for these services. The City agrees to provide access to installation of utilities. All utilities connections shall be installed underground.
9. Taxes, Licenses, and Permits. Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. In addition, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.

10. Liens. Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the City harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
11. Parking. Lessee agrees to prohibit vehicle parking on the Leased Premises other than those vehicles specifically associated with the use of the Leased Premises, and no other Lessee shall at all times comply with posted signs regulating the movement of vehicles.
12. Laws, Ordinances, Rules and Regulations. Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the City. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable Federal Aviation Administration orders, regulations and advisory circulars that pertain to any conduct or operation at the Airport.
13. Indemnity. Lessee agrees to indemnify, defend, and save the City, its agents, officers, and employees harmless from and against any and all liability of loss resulting claims or court action arising directly or indirectly out of the activities of the Lessee, its agents, servants, guests, or business visitors or by reason of any act or omission of such person(s).
14. Hold Harmless. Lessee agrees that it will not hold the City or any of its agents, employees, or officers responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever whether said case be the direct, indirect, or contributing factor of the loss to any airplane or other property that may be located or stored at the hangar space. Lessee is responsible for procuring property insurance for all person property located in the Leased Premises.
15. Insurance. Lessee shall maintain liability insurance on the Leased Premises in single limit coverage of not less than \$500,000.00 at Lessee's expense, which insurance shall name City as an additional insured. Lessee shall assume all liability for damage or injury to persons or property which may occur on the Premises or which may arise from Lessee's use of the Leased Premises. Assumption of liability extends to the damage or injury to persons and property of Lessee, Lessee's agents, employees, invitees, licensees, as well as persons and property of third parties. Lessee shall provide at least thirty (30) days advance notice of cancellation or proposed changes in the above coverage and the policies shall require the same. Lessee shall deliver the above policy (or copies thereof) to City at the inception of this Lease, and shall furnish City with Insurer's certifications that such insurance is in force and good standing. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be delivered to City. If such insurance coverage is canceled or reduced, Lessee shall immediately notify City of same, and shall file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company. In the event that Lessee shall at any time fail to furnish City with the certificate of insurance required, City shall have the right to secure the required insurance at the cost and expense of Lessee, and Lessee agrees to promptly reimburse City for the cost thereof, which costs shall be additional rent hereunder and shall be immediately due and payable.

16. Quiet Enjoyment. The City covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Lease. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours, temporary inaccessibility and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quiet enjoyment of the Leased Premises.

17. Rights and Privileges of City. In addition to other rights and privileges, the City has the following rights and privileges:

A. To change the use of the lands within the Airport to other uses or to develop or improve the landing areas and other portions of the Airport as it sees fit in City's exclusive discretion and in accordance with the Airport Master Plan, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires the land covered under this Lease, the City shall have the right to either:

(i) Substitute another parcel of land for the Leased Premises, and relocate Lessee's improvement(s) to that new parcel at no cost to the Lessee, or

(ii) Terminate this Lease. In the event of a substitution and relocation or a termination as permitted by this section, the City shall have no liability to the Lessee for any loss, expense, damage or cost of any nature, except as defined herein.

B. The City has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Airport Advisory Board would limit the usefulness of the Airport or constitute a hazard to aircraft.

C. To the extent necessary to protect the rights and interests of the City, or to investigate compliance with the terms of this Lease, the City or its designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon, subject to reasonable notice given to Lessee.

D. The City, for the use and benefit of the public, has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

18. Default.

A. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by the Lessee.

i. Failure of Lessee to pay rent.

- ii. Failure of Lessee to perform any other covenant or obligation hereunder, and such failure is not cured within thirty (30) days of notice of such default is sent by City to Lessee, or such longer period as may be reasonably necessary to cure such default.

B. In the event of any default by the Lessee, the City shall have the right to declare this Lease terminated. In addition to the termination right described in the preceding sentence, the City shall have the following rights and remedies upon default by Lessee:

- i. The recovery of any unpaid rent, fees and other payments due and owing at the time of termination.
- ii. The recovery of any damages, costs, fees and expenses, including attorneys fees, incurred by the City as a result of the breach of the Lease by Lessee.
- iii. The right to enter and take full possession of the property and removal of all persons from the Airport, and the removal and storage at Lessee's expense of all of its property on the Airport. In the event of the failure on the part of the Lessee upon the termination of this Lease to immediately remove from the Airport all property owned by it, the City may effect such removal and store such property at Lessee's expense.
- iv. Any other right or remedy, legal or equitable, that the City is entitled to under applicable law.

C. Lessee shall pay and discharge all reasonable costs, attorney's fees, and expenses that are incurred by the City in enforcing the terms of this Lease and restore and surrender the Leased Premises to the City in the same condition as when originally received.

19. Assignment. Lessee shall not assign this Lease or sublet the Leased Premises, directly or indirectly, without the written consent of City, which consent will not be unreasonably withheld.

20. Termination. Upon termination of this Lease, the City may, at its sole discretion, do any of the following:

A. Negotiate a new agreement with Lessee.

B. Order and require Lessee to remove all structures located on the Leased Premises and restore the site to its original condition within (90) days of written notice from City to do so.

C. Take title to all structures located on the Leased Premises, subject to the obligation of City to pay Lessee the then fair market value of such structures pursuant to the terms of this Lease.

21. Holdover Possession by Lessee. In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of this Lease or termination for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Lease and shall create a tenancy from month to month which may be terminated at any time by the City or Lessee, upon notice as required to end month to month tenancies.

22. Notices. Notices to the City or Lessee provided for in this Lease shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

To City: City of Junction City, Kansas
700 North Jefferson
Junction City, KS 66441
ATTN: City Clerk

To Lessee _____

Or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the City of Junction City and sent to the attention of the City Treasurer at the City's address stated above.

23. Governing Law; Venue. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Kansas. Any lawsuit related to or arising out of disputes under this Lease shall be commenced and tried in the district court of Geary County, Kansas, and the City and the Lessee submit to the exclusive jurisdiction of the district court for such lawsuits.

IN WITNESS WEHREOF, the parties hereto have set their hands this ____ day of December, 2012.

CITY of JUNCTION CITY, KANSAS

BY: _____
Ron Nordt, as agent for City of Junction City

[PRINTED NAME OF LESSEE]

(Signature)

_____, Lessee
(Print name)

Print title: _____

Backup material for agenda item:

- a. Consideration to approve the amendment to Jupiter, Kansas Inc. lease to provide needed gap financing to the company through 2013.

City of Junction City

City Commission

Agenda Memo

November 6, 2012

From: Gerry Vernon, City Manager
To: City Commission
Subject: Jupiter Lease Agreement Amendments

Objective: Voting to approve the amendment to Jupiter, Kansas Inc. lease will provide needed gap financing to the company through 2013. The proposed amendments will assist the company to remain open (at a reduced level) through an economic downturn in the wind energy business.

Explanation of Issue: Mads Kragelund, Jupiter Project Manager approached the City with some financial issues due to a downturn in the alternative energy industry. Continuation and renewal of the Production Tax Credits for new wind energy turbine installations has stalled due to the upcoming election. His business has substantially declined and this is predicted to continue into 2013. Their largest customer, Siemens has reduced orders by 90% and recently had to lay off 360 employees.

Staff negotiated the attached amendments and is bringing this item before the Commission for consideration. These incentives represent a \$42,375.00 reduction in revenue to the City through rebates and abatements. Jupiter has offered to release the City from work (filling a pit in the north building) in the original agreement. Mr. Kragelund will be in attendance to answer questions and address concerns of the Commission.

Recommendation – Staff recommends passage of the lease amendments or at the very least some negotiated version of the attached proposal.

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT "Amendment" is made ~~October~~ November, 2012, by and between the **City of Junction City, Kansas** ("Landlord"), and **Jupiter Kansas, Inc.**, a Kansas corporation ("Tenant").

This Amendment is made with reference to the following facts and objectives:

A. Landlord and Tenant entered into a written lease dated June 15, 2010 (as amended by this First Lease Amendment, the "**Lease**"), in which Landlord leased to Tenant and Tenant leased from Landlord premises located at 2618 Mid-America Drive, Junction City, Kansas 66441 (the "**Premises**") for a term commencing August 1, 2010 and ending July 31, 2013.

B. Landlord and Tenant desire to make certain amendments to the Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Estoppel and Release.** Tenant acknowledges that the Lease is in full force and effect, that Tenant does not have any presently existing claims against Landlord or any offsets against rent due under the Lease, and that there are no (i) defaults of Landlord under the Lease, or (ii) existing circumstances under which with the passage of time, or notice, or both, would give rise to a default by Landlord under the Lease. Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or agents, arising out of or in any way connected with the Lease through the date hereof, including, but not limited to, the Landlord Work, subject only to any warranty obligations of the contractor to the Landlord relating to roof repairs. Tenant has not directed Landlord to perform item 8 of the Landlord Work, described as "fill the Pit on the Premises and cover same with concrete." Tenant hereby waives and releases any obligation of Landlord to complete item 8. Tenant further agrees that if Tenant desires to perform item 8, such work will be done at Tenant's sole expense. Tenant will notify Landlord in advance, and Landlord must approve the plans and materials for such work.

2. **Rent Abatement/Reduction.** Notwithstanding anything to the contrary contained in the Lease, provided that Tenant is not in default under the Lease during the remainder of the Term ending July 31, 2013, Landlord agrees: (a) to abate Tenant's obligation to pay Rent in the amount of \$5000 per month for the four month period commencing September 1, 2012 through December 31, 2012 (\$20,000 aggregate abatement), and (b) to reduce the Rent for the seven month period commencing January 1, 2013 through July 31, 2013 from \$5,000 per month to \$3000.00 per month (\$14,000 aggregate reduction).

3. **Property Tax Abatement.** Notwithstanding anything to the contrary contained in the Lease, Tenant's obligation to pay real property taxes for the calendar year 2012 shall be waived by the City to the extent of the property taxes attributable to the City's 2012 mill levy ("City 2012 Property Tax"), not to exceed \$8,375.

4. **Claw Back.** The period of September 1, 2012 through July 31, 2013 is herein referred to as the "Abatement/Reduction Period"). During such Abatement/Reduction Period, Tenant shall remain responsible for the payment of all of its other monetary obligations and for its nonmonetary obligations under this Lease. In the event of a default by Tenant during the Abatement/Reduction Period, all Rent and Tenant's obligation to pay the City 2012 Property Tax shall be immediately reinstated in the full amount due, and Rent and property taxes abated, reduced or waived herein shall become immediately due and payable.

~~5. Section 21 "**Renewal Term**" is deleted and replaced with the following:~~

~~If no default by Tenant shall have occurred and be continuing, Tenant is hereby granted the right to renew this Lease for two (3) year optional renewal terms ("Extended Term") after the expiration of the Term, upon giving written notice to Landlord of such extension at least four (4) months prior to the Expiration Date of the Term. During such Extended Term, all of the terms and conditions of this Lease shall continue in full force and effect, except that the Rent for the first Extended Term shall be Seven Thousand and no/100 dollars (\$7,000.00) per month, and Rent for the second Extended Term shall be Seven Thousand and no/100 dollars (\$7,000) per month.~~

~~6~~ 5. **Effectiveness of Lease.** Except as set forth in this First Lease Amendment, all of the provisions of the Lease shall remain unchanged and in full force and effect.

~~76.~~ **Binding Effect.** This First Lease Amendment binds and inures to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Lease Amendment to be effective as of the day and year first above set forth.

LANDLORD:

CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes, Mayor

Tenant:

**JUPITER KANSAS, INC.
a Kansas corporation**

By: _____
Title: _____

ATTEST:

By: _____
Tyler Ficken
City Clerk

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	10/18/2012 3:13:27 PM
Comparison Time	3.08 seconds
compareDocs version	v3.4.2.19

Sources	
Original Document	[#19290567] [v1] Jupiter Lease Amendment October 3, 2012.doc
Modified Document	[#19290567] [v2] Jupiter Lease Amendment October 18, 2012.doc

Comparison Statistics	
Insertions	2
Deletions	2
Changes	4
Moves	0
TOTAL CHANGES	8

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate

Document View	Word	Print
Remove Personal Information	Word	False

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT "Amendment" is made November __, 2012, by and between the **City of Junction City, Kansas** ("**Landlord**"), and **Jupiter Kansas, Inc.**, a Kansas corporation ("**Tenant**").

This Amendment is made with reference to the following facts and objectives:

A. Landlord and Tenant entered into a written lease dated June 15, 2010 (as amended by this First Lease Amendment, the "**Lease**"), in which Landlord leased to Tenant and Tenant leased from Landlord premises located at 2618 Mid-America Drive, Junction City, Kansas 66441 (the "**Premises**") for a term commencing August 1, 2010 and ending July 31, 2013.

B. Landlord and Tenant desire to make certain amendments to the Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Estoppel and Release.** Tenant acknowledges that the Lease is in full force and effect, that Tenant does not have any presently existing claims against Landlord or any offsets against rent due under the Lease, and that there are no (i) defaults of Landlord under the Lease, or (ii) existing circumstances under which with the passage of time, or notice, or both, would give rise to a default by Landlord under the Lease. Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or agents, arising out of or in any way connected with the Lease through the date hereof, including, but not limited to, the Landlord Work, subject only to any warranty obligations of the contractor to the Landlord relating to roof repairs. Tenant has not directed Landlord to perform item 8 of the Landlord Work, described as "fill the Pit on the Premises and cover same with concrete." Tenant hereby waives and releases any obligation of Landlord to complete item 8. Tenant further agrees that if Tenant desires to perform item 8, such work will be done at Tenant's sole expense, Tenant will notify Landlord in advance, and Landlord must approve the plans and materials for such work.

2. **Rent Abatement/Reduction.** Notwithstanding anything to the contrary contained in the Lease, provided that Tenant is not in default under the Lease during the remainder of the Term ending July 31, 2013, Landlord agrees: (a) to abate Tenant's obligation to pay Rent in the amount of \$5000 per month for the four month period commencing September 1, 2012 through December 31, 2012 (\$20,000 aggregate abatement), and (b) to reduce the Rent for the seven month period commencing January 1, 2013 through July 31, 2013 from \$5,000 per month to \$3000.00 per month (\$14,000 aggregate reduction).

3. **Property Tax Abatement.** Notwithstanding anything to the contrary contained in the Lease, Tenant's obligation to pay real property taxes for the calendar year 2012 shall be waived by the City to the extent of the property taxes attributable to the City's 2012 mill levy ("City 2012 Property Tax"), not to exceed \$8,375.

4. **Claw Back.** The period of September 1, 2012 through July 31, 2013 is herein referred to as the "Abatement/Reduction Period"). During such Abatement/Reduction Period, Tenant shall remain responsible for the payment of all of its other monetary obligations and for its nonmonetary obligations under this Lease. In the event of a default by Tenant during the Abatement/Reduction Period, all Rent and Tenant's obligation to pay the City 2012 Property Tax shall be immediately reinstated in the full amount due, and Rent and property taxes abated, reduced or waived herein shall become immediately due and payable.

5. **Effectiveness of Lease.** Except as set forth in this First Lease Amendment, all of the provisions of the Lease shall remain unchanged and in full force and effect.

6. **Binding Effect.** This First Lease Amendment binds and inures to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Lease Amendment to be effective as of the day and year first above set forth.

LANDLORD:

CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes, Mayor

Tenant:

**JUPITER KANSAS, INC.
a Kansas corporation**

By: _____
Title: _____

ATTEST:

By: _____
Tyler Ficken
City Clerk

Pat Landes
Mayor



P. O Box 287
Municipal Building
Junction City, KS 66441
(785) 238-3103 ext.300

MAYOR'S OFFICE

November 6, 2012

Senator Jerry Moran
Senator Pat Roberts
Representative Tim Huelskamp

We urge you to work with your colleagues to extend the renewable energy production tax credit (PTC) as soon as you resume session after the elections.

Jupiter Group has created jobs in Junction City at their manufacturing plant. They produce composite nacelle covers and spinners, as well as wooden kit structures for wind turbine blades. Unfortunately, their operation has been harmed due to uncertainty on the PTC.

The PTC helps developers secure private financing for wind projects. This triggers business orders to companies throughout the supply chain. According to the American Wind Energy Association, the wind industry has driven over \$15 billion of private investments into the U.S. economy in each of the past five years, and has grown the U.S. manufacturing sector to include nearly 500 wind-related facilities. On the other hand, with the PTC's pending expiration, we've seen over 3,000 layoffs across the U.S., including 468 in Kansas.

Please take this opportunity to put the wind industry back on track – restarting projects, placing manufacturing orders, and keeping the workforce strong – and growing.

Sincerely,

Pat Landes
Mayor

Backup material for agenda item:

- b. Consideration of Ordinance G-1123; TA-07-01-2012, recommendation of the Metropolitan Planning Commission to amend the Junction City Zoning Regulations concerning permitted home occupations and restrictions thereof and concerning limitations on Day Care Homes.

City of Junction City

City Commission

Agenda Memo

November 6, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. TA-07-01-12 – Text Amendment to the Junction City Zoning Regulations concerning Home Occupations and the restrictions and permitted uses thereof.

Issue: Consideration of the case initiated by the Metropolitan Planning Commission (MPC) to amend the Junction City Zoning Regulations by revising the permitted uses and restrictions concerning Home Occupations. In short, the recommendation is to limit permitted Home Occupations to single-family residences only; and to broaden the extent of permitted activity to allow uses consistent with what actually occurs. The current Zoning Regulations prohibit keeping any “products” of a Home Occupation; which is acknowledged to not be reasonable for some uses such as cosmetic sales agents and most beauty shop operations. The changes make the rules more reasonable and easier to enforce. Further, proposed Home Occupations in duplexes or other multiple family residences can be considered by a Special Use Permit.

This case was returned to the MPC to consider additional language regarding restrictions for Day Care Homes being limited to the residence only and not allowed in accessory structures. The MPC agreed and the proposed amendment includes the language to deal with that issue.

Explanation of Issue: The Metropolitan Planning Commission held public hearings on July 12, 2012, and August 9, 2012, to consider this request and reconsidered the case on September 20, 2012. By unanimous vote, the MPC has recommended the text amendments be approved.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a text amendment after reconsideration by the MPC:

1. To accept, modify or reject the recommendation of the MPC. If the decision is to approve the Ordinance, the Zoning Regulations will be amended as recommended.
2. Take no further action on the request at all.

Special Considerations: No one spoke in favor or in opposition to the proposed change.

Staff Recommendation: Staff recommends the amendments be approved as recommended.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be approved.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of August 9, 2012
MPC Minutes of September 20, 2012
Staff Reports

ORDINANCE NO. G-1123

AN ORDINANCE AMENDING TITLE IV. LAND USE, CHAPTER 400: ZONING – GENERAL PROVISIONS, ARTICLE V, MISCELLANEOUS REQUIREMENTS, SECTION 400.335, DAY CARE HOME PERFORMANCE STANDARDS; CHAPTER 410: ACCESSORY USES, TEMPORARY USES AND HOME OCCUPATIONS, ARTICLE III, HOME OCCUPATIONS, SECTION 410.090, USE LIMITATIONS AND SECTION 410.100, PARTICULAR HOME OCCUPATIONS PERMITTED OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, the Junction City – Geary County Metropolitan Planning Commission did on September 20, 2012, conduct a public hearing on the proposed amendments to the Junction City Zoning Regulations pertaining to amending certain sections of said Zoning Regulations regarding day care operations and home occupations; and,

WHEREAS, the Junction City – Geary County Metropolitan Planning Commission has unanimously recommended that said amendments to the Junction City Zoning Regulations be adopted; and,

WHEREAS, this City Commission has reviewed the record of said Metropolitan Planning Commission meeting and thoroughly discussed the recommendation made therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. CHAPTER 400: ZONING – GENERAL PROVISIONS, ARTICLE V, MISCELLANEOUS REQUIREMENTS, Section 400.335, DAY CARE HOME PERFORMANCE STANDARDS, is hereby amended by adding new paragraph 5. as follows:

5. Day Care Homes, where permitted by these Regulations, shall be conducted within the principal residential building only and shall not be allowed in any accessory building or structure.

Section 2. CHAPTER 410: ACCESSORY USES, TEMPORARY USES AND HOME OCCUPATIONS, ARTICLE III, HOME OCCUPATIONS, Section 410.090, USE LIMITATIONS, existing paragraph 1. is hereby repealed and new paragraph 1. is adopted to read as follows:

1. Stock in trade may be displayed and sold from the percentage of the premises as restricted herein. Garage or yard sales of used personal property may be conducted as specified under Section 410.060 of this Title.

Section 3. CHAPTER 410: ACCESSORY USES, TEMPORARY USES AND HOME OCCUPATIONS, ARTICLE III, HOME OCCUPATIONS, Section 410.100, PARTICULAR HOME OCCUPATIONS PERMITTED, existing paragraph 5. is hereby repealed and new paragraph 5. is adopted to read as follows:

5. Office facilities for salesmen, licensed firearms dealers, sales representatives, and manufacturer's representatives. Retail, wholesale, or exchange of goods may be made or transacted on the premises, but the storage or maintenance of goods shall be restricted to the area permitted to be used as stated in Section 410.090 herein.

G-1123

Section 4. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

September 20, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: TA-07-01-12 – Permitted Home Occupations and Standards in City Zoning Regulations

Background: The MPC voted at the August meeting to amend the Junction City Zoning Regulations. The language in Section 410.090 (1) was recommended to be changed to read as follows:

1. Stock in trade may be displayed and sold from the percentage of the premises as restricted herein. Garage or yard sales of used personal property may be conducted as specified under Section 410.060 of this Title.

Section 410.100 was recommended to be changed to read as follows:

Customary home occupations include, but are not limited to, the following list of occupations; provided, however, that each listed occupation shall be subject to the requirement of Section 410.060 of this Title.

For Single-Family Dwellings only, the following home occupations are permitted:

1. Dressmakers, seamstresses, tailors.
2. Music teachers, provided that instructions shall be limited to one (1) pupil at a time, except for occasional groups.
3. Artists, sculptors and authors or composers.
4. Ministers, rabbis, priests.
5. Office facilities for salesmen, licensed firearms dealers, sales representatives, and manufacturer's representatives. Retail, wholesale, or exchange of goods may be made or transacted on the premises, but the storage or maintenance of goods shall be restricted to the area permitted to be used as stated in Section 410.090 herein.

6. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, etc., provided that no machinery or equipment shall be used or employed, other than that which would customarily be found in the home. Machinery or equipment which would customarily be employed in connection with a hobby or avocation not conducted for gain or profit.
7. Barber shops, beauty shops and nail salons, provided that only one (1) operator shall be permitted.
8. Seasonal sales (not more than three (3) continuous months) of garden produce grown on the premises. No sales or display activities except the authorized home occupation sign shall be in the front yard.

This matter was taken to the City Commission for consideration at the September 4, 2012, meeting. However, prior to the meeting, an issue was raised concerning the need to further clarify that Day Care Homes should be restricted only to the residence and not be permitted in accessory structures. The application of all the rules and regulations reaches that conclusion, but staff believes the Zoning Regulations should state that specifically. Therefore, staff asked the City Commission return this case for reconsideration of the amendments so that language can be added. This process avoids having to start another amendment process, including all the costs associated with legal publications.

Staff Recommendation: Staff recommends the original recommendation be amended to include the following language:

SECTION 410.090: USE LIMITATIONS

In addition to all of the Use Limitations applicable to the district in which it is located, no home occupation shall be permitted unless it complies with the following restrictions:

8. The home occupation shall be conducted entirely within the principal residential building or in a permitted private garage accessory thereto; provided, however, that Day Care Homes, where permitted by these Regulations, shall be conducted within the principal residential building only and shall not be allowed in any accessory building or structure.

SAMPLE MOTION:

I move that Case No. TA-07-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning permitted home occupations and the standards for home occupations, be resubmitted to the City Commission of the City of Junction City for final approval with the changes noted in the staff report.



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

August 6, 2012

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: TA-07-01-12 – Permitted Home Occupations and Standards in City Zoning Regulations

Background: The MPC authorized consideration of potential amendments to the Junction City Zoning Regulations concerning home occupations in response to a staff report at the May, 2011, meeting wherein staff discussed several issues that had recently been presented on activities that are very common usage, but are technically in contradiction with the current language of the Zoning Regulations. In particular was the concern of requiring some special zoning approval process for the licensing of a gun dealer with the Federal Government. The current practice is for the Federal Government to require local zoning approval of the location where a gun dealer's license is being issued. It is very common for individuals to be issued these licenses from their home where they keep very limited number of firearms legally. This matter was first considered at a public hearing on July 12, 2012, by the MPC and was continued to the August meeting with the intent to expand the dialogue on this issue.

As noted in the staff report from that meeting, the current language in the Zoning Regulations does not permit this as a "home occupation", which would require a public hearing process for approval by the City. This simply would not be in the public interest to bring such a proposed use into the open.

The current language is as follows:

SECTION 410.070: AUTHORIZATION

Any home occupation that is customarily incidental to the principal use of a building as a dwelling shall be permitted in any dwelling unit.

SECTION 410.080: DEFINITION

HOME OCCUPATIONS: Shall mean a business, profession, occupation or trade conducted for gain or support entirely within a residential building: or, when permitted by Section 410.090, within a structure that is accessory to a residential building.

SECTION 410.090: USE LIMITATIONS

In addition to all of the Use Limitations applicable to the district in which it is located, no home occupation shall be permitted unless it complies with the following restrictions:

1. No stock in trade (except articles produced by members of the immediate family residing on the premises) shall be displayed or sold on the premises, except that garage or yard sales of used personal property may be conducted as specified under Section 410.060 of this Title.
2. No alteration of the principal residential building shall be made which changes the character thereof as a dwelling.
3. No more than twenty-five percent (25%) of the area of one (1) story of a single-family dwelling, nor more than twenty percent (20%) of the area of any other dwelling unit, shall be devoted to the home occupation, provided however, that rooms let to roomers are not subject to this limitation.
4. No mechanical or electrical equipment other than normal domestic or household equipment shall be used.
5. There shall be no outdoor storage of equipment or materials used in the home occupation.
6. No person other than a member of the immediate family occupying such dwelling unit shall be employed.
7. No manufacturing or processing of any sort whatsoever shall be done.
8. The home occupation shall be conducted entirely within the principal residential building or in a permitted private garage accessory thereto.
9. Only one (1) sign not over two (2) square feet shall be permitted.

SECTION 410.100: PARTICULAR HOME OCCUPATIONS PERMITTED

Customary home occupations include, but are not limited to, the following list of occupations, provided however, that each listed occupation shall be subject to the requirement of Section 410.060 of this Title.

1. Dressmakers, seamstresses, tailors.
2. Music teachers, provided that instructions shall be limited to one (1) pupil at a time, except for occasional groups.
3. Artists, sculptors and authors or composers.

4. Ministers, rabbis, priests.
5. Office facilities for salesmen, sales representatives, manufacturer's representatives, when no retail, wholesale, or exchange of goods are made or transacted on the premises.
6. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, etc., provided that no machinery or equipment shall be used or employed, other than that which would customarily be found in the home. Machinery or equipment which would customarily be employed in connection with a hobby or avocation not conducted for gain or profit.
7. Barber and beauty shops, provided that only one (1) operator shall be permitted.
8. Seasonal sales (not more than three (3) continuous months) of garden produce grown on the premises. No sales or display activities except the authorized home occupation sign shall be in the front yard.

SECTION 410.110: PARTICULAR HOME OCCUPATIONS PROHIBITED

Permitted home occupations shall not in any event be deemed to include:

1. Dancing schools.
2. Funeral homes.
3. Nursery schools and group day care centers, unless specifically permitted by the district regulations.
4. Restaurants.
5. Stables or kennels.
6. Tourist homes, unless specifically permitted by the district regulations.
7. Renting of trailers.
8. Medical or dental clinics or hospitals.
9. Animal kennels or hospitals.

In particular, the provisions of Section 410.090 (1) and Section 410.100 (5) are very limiting, not only for the individual firearms dealers, but also a myriad of other very common “home occupations” existing today, such as Mary Kay representatives, Avon representatives, and many others. The language in Section 410.090 (1) states:

1. No stock in trade (except articles produced by members of the immediate family residing on the premises) shall be displayed or sold on the premises, except that garage or yard sales of used personal property may be conducted as specified under Section 410.060 of this Title.

The language in Section 410.100 (5) states:

5. Office facilities for salesmen, sales representatives, manufacturer's representatives, when no retail, wholesale, or exchange of goods are made or transacted on the premises.

Both of these sections indicate a prohibition to storing or maintaining goods on the premises to which the businesses rely. As noted above, this is not a realistic restriction on the types of cosmetic sales operations noted, let alone someone engaged in firearms sales. Not only is the stock in trade displayed and often sold from the premises, it is somewhat expected by the companies that employ these sales representatives.

Additionally, staff believes the current language makes home occupations too open in where they can be established. The underlying intent should be to accommodate the establishment of a "home-based business". But in most people's minds, this means a single-family home and not within a duplex, apartment, mobile home, or other multiple-family residential structures where the business is more likely to become a potential problem with neighbors. Also, in light of discussion from last meeting, staff believes the language should be further amended to limit most of the home occupations to single-family dwellings only. As such, the recommendation below modifies the home occupations list as being applicable only to single-family dwellings.

Zoning Regulation Amendments

Staff is still of the opinion that the above provisions need to be amended to reflect reality of what happens and to address the lack of clarity of where the home occupations may occur. Staff suggested the language for the two above sections be changed to read as follows:

The language in Section 410.090 (1) should be changed to read as follows:

1. Stock in trade may be displayed and sold from the percentage of the premises as restricted herein. Garage or yard sales of used personal property may be conducted as specified under Section 410.060 of this Title.

Section 410.100 should be changed to read as follows:

Customary home occupations include, but are not limited to, the following list of occupations; provided, however, that each listed occupation shall be subject to the requirement of Section 410.060 of this Title.

For Single-Family Dwellings only, the following home occupations are permitted:

1. Dressmakers, seamstresses, tailors.
2. Music teachers, provided that instructions shall be limited to one (1) pupil at a time, except for occasional groups.
3. Artists, sculptors and authors or composers.
4. Ministers, rabbis, priests.
5. Office facilities for salesmen, licensed firearms dealers, sales representatives, and manufacturer's representatives. Retail, wholesale, or exchange of goods may be made or transacted on the premises, but the storage or maintenance of goods shall be restricted to the area permitted to be used as stated in Section 410.090 herein.
6. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, etc., provided that no machinery or equipment shall be used or employed, other than that which would customarily be found in the home. Machinery or equipment which would customarily be employed in connection with a hobby or avocation not conducted for gain or profit.
7. Barber shops, beauty shops and nail salons, provided that only one (1) operator shall be permitted.
8. Seasonal sales (not more than three (3) continuous months) of garden produce grown on the premises. No sales or display activities except the authorized home occupation sign shall be in the front yard.

As noted by the MPC at the last meeting, these changes may not be the final language needed to address the changes needed. Staff does not believe limiting the home occupations to a single family residence will be too dramatic of a restriction; especially given that a business can bring a substantial change to a residential use. For those that desire to establish some type of business in a duplex or multiple family dwelling, a Special Use Permit can be sought.

Staff Recommendation: With some editing based on the discussion at the meeting, staff supports adopting some version of the recommended language stated above as a reasonable and realistic amendment to the Zoning Regulations. Staff believes such a change would make much of what happens in the normal operation of many of the home occupations occurring within the City conforming to the regulations.

SAMPLE MOTION:

I move that Case No. TA-07-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning permitted home occupations and the standards for home occupations, be recommended for approval by the City Commission of the City of Junction City with the changes noted and for the reasons stated at this public hearing.

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

September 20, 2012

7:00 p.m.

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Ken Mortensen
Chuck Mowry
Mike Watson (arrived at 8:05 p.m.)

**Members
(Absent)**

Mike Ryan

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chair Gustafson called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Ryan and Commissioner Watson. A quorum was declared.

2. APPROVAL OF MINUTES

Commissioner Mortensen moved to approve the minutes of the August 9, 2012, meeting as presented. Commissioner Moyer seconded the motion and it passed unanimously.

3. OLD BUSINESS

Item No. 1 – Case No. FP-07-01-12 – Final Plat for Alexander Addition, to the City of Junction City, Kansas.

Chair Gustafson opened the discussion on the request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, owner, requesting final plat approval for Alexander Addition, a 6.5 acre tract with an existing house located along McFarland Road and south of the former Country Club property. The Chair noted this case was continued from the July 12th meeting.

Mr. Yearout stated this plat had been discussed at the July meeting and continued from the August meeting since no further information had been received at that time. Since then, a revised plat proposal has been submitted showing only two lots being created at the east end of the property and accessing McFarland Road. The balance of the property will remain unplatted at this time.

Mr. Yearout stated the Plat Review Committee had discussed this plat on September 7, 2012, and the staff report notes the issues that need to be addressed. In short, staff is recommending the plat be rejected as proposed so a plat can be prepared for the entire property; the specifics of how sanitary sewers will be extended to this property be finalized; the specifics of how the proposed road from McFarland Road at the west end of the property will be extended, including the agreement to allow the road to serve the

lots without being constructed to public road standards at this time; and all other issues regarding utility services and appropriate easements be shown on the final plat.

Mr. Yearout stated the primary issue with the plat as presented, presuming the MPC wants to address only the two lots presented, is whether to grant the waiver of connection to the City sanitary sewer system and allow on-site wastewater systems to be installed as requested by the Mr. Alexander. As noted in the staff report, Mr. Yearout pointed out Mr. Alexander is still requesting the City pay to extend the sanitary sewers at the City's cost since this land has been annexed into the City for years. The City Manager had stated at the Plat Review meeting that was not acceptable as presented. A preliminary cost estimate was received by staff on September 19, 2012, which projects the potential costs for the various types of sewage systems. The applicant or developer's agent can address those figures; but Mr. Yearout noted neither the City Manager nor the City staff have reviewed the information.

Additionally, Mr. Yearout stated the balance of the property can be platted at this time since there is a verbal agreement to work toward allowing the street to be extended and brought to public standards at a later date. This is similar to what has been done for Oakridge Drive in the Country Club Hills Addition previously. Mr. Yearout noted staff still wants the entire property to be brought forward in a plat at this time.

The Chair asked for any questions of staff from the Commission. There being no further discussion, the Chair opened the item for discussion from the public.

Mr. Leon Osbourn, Kaw Valley Engineering, presented the revised plat on behalf of Mr. Alexander. Mr. Osbourn noted the design at this point is to move forward with the two lots at the east end of the property because those have direct access to McFarland Road. There remain problems with getting the public street finalized because not all of the property owners on the west side are in agreement without knowing more about how the street will be established and what costs will be associated with that.

Mr. Osbourn stated the request is to use on-site wastewater systems unless the City is willing to help extend the sewer mains to this property, regardless of what type of system is used. The projected costs for the City connections all show a higher-per-lot cost for the sewers than what would be expected for an on-site wastewater system like that used by Scott Johnson on his property. The information provided also gave a potential "cost share" if the City extended the main line and had subsequent users "buy-in" when a connection is made. Mr. Osbourn stated he felt that process would be fair to all concerned and would make the sanitary sewer costs for Mr. Alexander less than the projected costs for an on-site wastewater system.

As for the other utility services for this proposal, all can be provided within the easements and other items shown on the plat. Mr. Alexander has agreed to provide access control along McFarland Road except for the location of a drive entrance that will be shared by the two lots.

The next phase of the project will be to create the lots at the west end of the property once the access and street improvements issues are resolved. The one landowner along McFarland Road is not cooperating at the moment, but if the plan to allow the street extension as outlined by staff is acceptable, that may change. Additionally, the sanitary sewer system, if connected to City sewers, will go to the southwest and connect to the main lines there, rather than along McFarland Road.

Dave Alexander, the owner of the property, stated he wished to keep the larger lots, even if sanitary sewers are extended, because that will be consistent with the size of the other lots in the area. Mr. Alexander reiterated his desire to have the City extend the sewer mains to the property because he felt that was an obligation of the City since the land had been annexed for a number of years and the landowners had been paying City property taxes all these years.

There being no further comments, the Chair returned the issue to the Commission. Several Commissioners expressed reluctance of creating more lots within the City that permitted on-site wastewater systems. All the Commissioners understood the difference between this property and the Stone Ridge Manor replat heard earlier in the year. Several comments were made as to the staff's position on having all the land platted at this time; however, the consensus was to allow the first two lots and consider the other lots once the street extension is resolved.

Commissioner Mortensen moved that Case No. FP-07-01-12, concerning the request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, owner, for approval of the revised Alexander Addition to Junction City, Kansas, creating 2 lots on the north side of McFarland Road on the former Dorothy Johnson property, be approved as presented subject to the lots being served by an extension of the City sanitary sewer system and that the use of on-site wastewater systems be denied. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. TA-07-01-12 – Reconsideration of an amendment to the Junction City Zoning Regulations relating to home occupations.

Chair Gustafson reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations concerning the range of permitted home occupations and relative performance standards.

Mr. Yearout stated this item was recommended for approval by the MPC at the August meeting and was forwarded to the City Commission for final action. However, during that time period an issue arose concerning the lack of clarity in the City Zoning Regulations that Day Care Homes must be restricted to the residence only and can not be located within any accessory building on the property. This became an issue when an individual within the City asked whether a detached garage could be converted for use as a Day Care Home. After searching all the rules and regulations of the State and the City, it was determined that would not be a permitted activity. However, staff believes the Zoning Regulations should more clearly state that. Therefore, staff asked the City Commission to return this text amendment to the MPC so the language could be revised to reflect that requirement. Mr. Yearout noted the staff report shows the proposed language.

Chair Gustafson asked if there were any questions from the Commissioners or the public. There being none, Chair Gustafson called for a motion.

Commissioner Moyer moved that Case No. TA-07-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning permitted home occupations and the standards for home occupations, be resubmitted for approval to the City Commission of the City of Junction City with the changes noted and for the reasons

stated at this public hearing. Commissioner Dibben seconded the motion and it passed unanimously.

4. NEW BUSINESS

Item No. 1 – Case No. PP-09-01-12 – Preliminary Plat for Dick Edwards Auto Plaza Addition to the City of Junction City, Kansas.

Chair Gustafson opened consideration of the application of Kaw Valley Engineering, agent, on behalf of Fegan-Grammer Land, LLC, owner, requesting preliminary plat approval for the Dick Edwards Auto Plaza addition, being an 11.9 acre tract located on the northeast corner at the intersection of Hwy US 77 and I-70.

Mr. Yearout reviewed the information in the staff report regarding this proposed plat. This property has been approved as a “tax increment financing” (TIF) district and the plat is the final step in the process to allow full construction to begin. The intent of the plat is to create a total of four lots; three to be smaller “out lots” along Golden Belt Boulevard, and the larger lot to be the primary location of the car dealership. Mr. Yearout stated that, as noted in the staff report, the primary issues to be resolved are as follows:

1. Full access control along US 77 Highway and along Golden Belt Boulevard except for the proposed driveway openings must be shown on the plat. The primary driveway opening across from the intersection with Caroline Avenue is to remain. It is expected the second opening on Golden Belt Boulevard will remain at the far southeast corner of the property because of the on-site improvements for drainage concerns.
2. Westar has indicated some adjustments to the easements will be required and those will be made.
3. Gas service will be extended to the property. The service line will need to be extended from the City Cycle Sales property east on Golden Belt Boulevard to the Sapp Brothers property on the west side of US 77 Highway. The location of that extension will be finalized with KDOT and made as part of the overall improvements being made to the I-70 and US 77 Highway interchange.
4. City engineering staff and the developer are working on the location of the water lines in the area and where sanitary sewer lines will be installed. Appropriate easements will be provided for all of these. The larger issue of drainage improvements is being finalized based on input from KDOT. Easements will be provided for any drainage structures that the final design requires.
5. Staff has recommended a “cross lot access agreement” that applies to the entire project is preferred rather than showing a specific “travel easement” on the face of the plat...especially since final location of the buildings has not occurred. The sample of the language for that “agreement” has been provided to the applicant and is being prepared to accompany this plat.

Mr. Yearout acknowledged the staff is supporting the approval of this plat, as well as the final plat, subject to the adjustments noted above.

Chair Gustafson asked for questions or comments from the Commission. Hearing none, the floor was opened for comments from the applicant.

Leon Osbourn, Kaw Valley Engineering, stated his client was in general agreement with the issues identified by the staff. However, with respect to the issue of access control on Golden Belt Boulevard, the intent has always been to provide one other drive from Golden Belt Boulevard to the property to be located from where the platted Bluestem Drive in the second phase of The Bluffs Addition intersects with Golden Belt Boulevard. This will place the drive between the two "out lots" on that portion of the plat. The other restrictions are fine and the access control for the balance of the plat will be provided.

As for the utility and drainage issues, and the easements associated therewith, Mr. Osbourn noted that most of the issues are being resolved with the various utility providers and the easements will be shown on the final plat accordingly. The drainage issue has been designed and submitted for approval by the Corps of Engineers, who has jurisdiction on this location. It is expected approval will be granted, but that will take some time. Again, appropriate easements will be provided.

Mr. Osbourn indicated the proposed "cross lot access agreement" is acceptable to the developer and he acknowledged this is a better approach than showing a specific travel easement on the face of the plat.

Other than the additional access point on Golden Belt Boulevard, everything else was being worked out without problems. Mr. Osbourn asked the MPC to approve the preliminary and final plats, subject to the changes discussed, so this can go forward to the City Commission once the final easement locations are identified.

Mr. Yearout noted staff was in agreement with the changes presented and the request of Mr. Osbourn to proceed with approval of the plats so this can go directly to the City Commission once the final documents are prepared. Mr. Yearout noted that, in addition to the plat, a Development Agreement would be prepared confirming the details of the improvements to be made and the timing of those actions. This would be a supplemental agreement with the plat, which would be in addition to the agreement with the City prepared as part of the TIF district establishment.

Chair Gustafson asked if there were any questions or comments from the Commission. Other than confirmation of the issues identified by staff and made in the presentation by Mr. Osbourn, no new issues were identified.

Commissioner Mortensen moved to approve the preliminary plat as presented by Kaw Valley Engineering, agent, on behalf of Fegan-Grammer Land, LLC, owner, requesting preliminary plat approval for the Dick Edwards Auto Plaza addition, being an 11.9 acre tract located on the northeast corner at the intersection of Hwy US 77 and I-70, subject to the plat permitting another access to Golden Belt Boulevard where noted by Mr. Osbourn, subject to the easement locations being acceptable by the utility providers, and subject to the Development Agreement addressing the improvements discussed at this meeting. Commissioner Moyer seconded the motion and it passed unanimously.

Commissioner Watson arrived at the meeting at this point in the agenda.

Item No. 2 – Case No. FP-09-01-12 – Final Plat for Dick Edwards Auto Plaza Addition to the City of Junction City, Kansas.

Chair Gustafson opened consideration of the application of Kaw Valley Engineering, agent, on behalf of Fegan-Grammer Land, LLC, owner, requesting final plat approval for the Dick Edwards Auto Plaza addition, being an 11.9 acre tract located on the northeast corner at the intersection of Hwy US 77 and I-70.

Mr. Yearout noted the Commission should take a separate action on the final plat approval because it is to be made based on the approval of the preliminary plat.

Commissioner Mortensen moved to accept the final plat of the Dick Edwards Auto Plaza as presented by Kaw Valley Engineering, agent, on behalf of Fegan-Grammer Land, LLC, owner, subject to the final plat being in conformance to the approved preliminary plat as just considered by the Commission. Commissioner Moyer seconded the motion and it carried unanimously, with Commissioner Watson abstaining.

Item No. 3 – Case No. PP-09-02-12 – Preliminary Plat for the Hodges Addition a Replat of T.H. Young Subdivision, to the City of Junction City, Kansas.

Chair Gustafson opened consideration of the application of Kaw Valley Engineer, agent, on behalf of Stephen Ayres, LLC, owner, requesting preliminary plat approval for the Hodges Addition, a Replat of T.H. Young Subdivision and being a parcel containing approximately 5 acres located south of Rucker Road and ¼ mile west of Spring Valley Road.

Mr. Yearout reviewed the items listed in the staff report prepared following the Plat Review meeting earlier in the month. In particular, he noted the specific issues raised were as follows:

1. The property is zoned “RS” Suburban Residential which has a minimum lot size of 10,000 square feet. The lot size proposed is far in excess of this minimum and is not consistent with service from a public sewer system. Staff strongly believes the lot size and arrangement should be changed to reflect urban lots on public sewers.
2. The lot arrangement does not lend itself to an efficient service from the electric provider, which is D, S & O Electric. As presented, it is unclear whether the service will come from the rear of the lots or the front. The preference is the front, which is contrary to City policies. Additionally, if in the front, the electric service will compete for space with the other utilities. The preference is to address service based on final design of the lot; especially if the plat is redesigned. Also, easement will be needed on side lot lines if service is from the rear in order to provide street lights.
3. Gas service will be from the front regardless of the lot design, but having lots on both sides of a street is preferred. As previously noted, as presently designed, there will be a lot of competition for space of the utilities in the front, which may present some problems.

4. City engineering staff prefers the water line be “looped” to connect to the water service in the Sutter Highlands development to the south and east. Adequate easements will be necessary to complete this extension and the costs are to be borne by the developer.
5. Fire service needs are adequate, but the preference is to have the water lines “looped” so there is no “dead end” at the fire hydrant.

Mr. Yearout noted that staff is recommending the plat be redesigned and submitted for consideration again. In particular, staff is recommending the street be located more to the center of the property and lots be created on both sides of that location. This is a more efficient design and the lots would be more consistent with urban lots on public sewers.

Chair Gustafson asked the applicant to address the preliminary plat and the recommendation from staff.

Leon Osbourn, Kaw Valley Engineering, indicated the owner did not agree with the staff position regarding this plat design. He acknowledged the point raised concerning the lot size as being unusual within the City, but pointed out these are not as large as those established within the Alexander Addition previously approved by the Commission.

Mr. Osbourn stated the design also would provide road frontage to the land to the east, which is owned by Habitat for Humanity. He stated he did not know the plans or intentions of that organization, but given the terrain involved, lots would have to front on a road along the common property line in order to be feasibly developable. This is because of a large drainage area in the center of the property. Mr. Osbourn presented a sketch layout showing the particulars of what he was talking about and how the land might be platted to create lots similar in size to those proposed by Mr. Hodges.

Mr. Osbourn stated it might be possible to shift some of the lot lines proposed and create all the lots in the ½ acre range, but the intent is to not make all these properties look the same. He stated the developer believes there is a market for the variety of lots proposed and has interest in the layout presented.

As for the utility concerns, it would be possible to extend the water line as proposed, but there is no easement along the common lot line between the two lots in Sutter Highlands and the City will need to arrange for the acquisition of that easement. A larger easement could be provided along the west side of the proposed street to allow additional space for all the utilities to be located along the street.

Mr. Osbourn closed by requesting the Metropolitan Planning Commission approve the preliminary plat as proposed, subject to the adjustments and clarifications he has provided.

Chair Gustafson asked for other comments from the public. The owner was present and stated he concurred with the position presented by Mr. Osbourn.

Hearing no further comments from the public, the Chair asked for comments or questions from the Commission.

Several Commissioners asked for clarification on the issue of all the utilities being along the street and whether enough area is provided as proposed. Mr. Osbourn stated there are several locations within the City where all the utilities are along the street, so this is nothing new. He acknowledged it can get “busy” within that area, but there is also room between the edge of the right-of-way and the edge of the improvement street in addition to the utility easements shown on the plat.

Several Commissioners stated they preferred the variety of lot sizes so the project doesn’t have a “cookie cutter” appearance. Additionally, the landowner should have some latitude in deciding how to risk the investment since all the improvements are being privately paid and no public financing will be used.

Commissioner Mortensen moved to approve the preliminary plat for the Hodges Addition as presented, subject to the expansion of the easement along the west side of the street being enlarged to 20 feet and subject to an easement being provided along the side lot line between lots 4 and 5. Commissioner Mowry seconded the motion and it carried unanimously.

Item No. 4 – Case No. FP-09-02-12 - Final Plat for the Hodges Addition a Replat of T.H. Young Subdivision, to the City of Junction City, Kansas.

Chair Gustafson opened consideration of the application of Kaw Valley Engineer, agent, on behalf of Stephen Ayres, LLC, owner, requesting final plat approval for the Hodges Addition a Replat of T.H. Young Subdivision, being a parcel containing approximately 5 acres and is located south of Rucker Road immediately south of Olivia Farms.

Mr. Yearout stated the procedure would be the same as on the last plat, wherein the Commission can approve the final plat based on the approved preliminary plat.

Commissioner Mortensen moved to accept the final plat of the Hodges Addition as presented by Kaw Valley Engineering, agent, on behalf of Stephen Ayres, LLC, owner, subject to the final plat being in conformance to the approved preliminary plat as just considered by the Commission. Commissioner Watson seconded the motion and it carried unanimously

RECESS AS THE METROPOLITAN PLANNING COMMISSION AND CONVENE AS THE BOARD OF ZONING APPEALS.

Chair Gustafson declared the Metropolitan Planning Commission recessed and convened as the Board of Zoning Appeals.

5. OLD BUSINESS - None.

Item No. 1 – Case No. BZAV-08-02-12 – Public Hearing to consider a variance to decrease front yard setback.

Chair Gustafson opened the public hearing on the application submitted by James and Cynthia McCartney, owners, to decrease the front yard setback requirement to allow installation of a carport at 1909 West 17th Street, Junction City, Kansas.

Mr. Yearout reviewed the staff report and noted staff is recommending denial because, in the opinion of staff, the applicant provided verification the hardship is not a “self-imposed” hardship. Mr. Yearout reaffirmed the statutory requirement of the five conditions the Board of Zoning Appeals must find in order for a variance to be approved and this is the first and most difficult one to find in favor of the applicant. This is no different than the numerous other variance requests recently heard by the Board and all had been denied for the same reason.

Chair Gustafson asked if there were any questions of staff. Hearing none, the Chair asked for comments from the applicant.

Cynthia McCartney addressed the Board and stated her application information provided the reasoning behind why the request was presented for the carport. She stressed she was aware of other carports in the neighborhood and wanted the ability to do the same thing. Mrs. McCartney said she and her husband have health issues that require the use of motorized scooters and the driveway is not covered. Her desire is to provide a cover so they can handle the scooter in inclement weather.

Chair Gustafson asked if there were questions of the applicant. Hearing none, the public hearing was closed and discussion was held among the Board members.

Several Board members expressed empathy with the situation, but stated the law was very clear about what must be found for the variance to be granted and that the finds outlined in the staff report supported the conclusion the variance could not be granted.

Mrs. McCartney expressed disappointment since there were others in the neighborhood and, in particular, raised questions concerning recent improvements made to one on Rockwell. Mr. Yearout said staff would check to see what was happening on that issue.

Commissioner Mortensen moved to deny the request for a variance submitted by James and Cynthia McCartney, owners, to decrease the front yard setback requirement to allow installation of a carport at 1909 West 17th Street, Junction City, Kansas, for the reasons stated in the staff report and as heard at this public hearing. Commissioner Watson seconded the motion and it carried unanimously.

6. NEW BUSINESS

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

There being no further business for the Board, Chair Gustafson declared the Board of Zoning appeals adjourned and reconvened as the Metropolitan Planning Commission.

7. GENERAL DISCUSSION

Item No. 1 – Update on creation of MPO

Mr. Yearout provided an update on the continuing work on establishing a Metropolitan Planning Organization (MPO) for the Manhattan area. Mr. Yearout noted he attended another meeting in Manhattan relative to establishing boundaries of the MPO and the Manhattan City Commission is preliminarily scheduled to make a decision

on the question at the October 2, 2012, meeting. Staff will keep the MPC advised regarding the outcome of this issue.

Item No. 2 – Zoning Regulations – Churches and Schools

Mr. Yearout stated staff had prepared some additional thoughts regarding the manner in which amendments may be made to the Junction City Zoning Regulations concerning the manner in which churches and schools are approved for location within the community. Those thoughts are outlined in the staff report and, in short, encourage the use of the Special Use Permit process to consider new locations so adequate oversight can be provided regarding the approval process by the public. The major question remaining is whether the desire is to consider locations outside residential areas for churches and schools, or to prohibit them from going into those areas. Mr. Yearout also noted the workshop information stressed that the manner in which the City adopts its regulations should also address all operations with large assembly issues the same.

After discussion among the Commissioners, it was the consensus that the Special Use Permit process under the current Zoning Regulations is the most preferable method for consideration of new locations for churches and schools. The desire is to see more detailed proposals on potential language prior to setting a public hearing. Staff indicated that information would be prepared for the next meeting. Therefore, the Chair declared this item to be continued to the next meeting.

8. ADJOURNMENT

Commissioner Mortensen moved to adjourn, Commissioner Dibben seconded the motion and it passed unanimously. Chair Gustafson declared the meeting adjourned at 9:17 p.m.

PASSED AND APPROVED this _____ day of November, 2012.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**August 9, 2012
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Maureen Gustafson
John Moyer
Ken Mortensen
Mike Watson

**Members
(Absent)**

Mike Ryan
Chuck Mowry

Staff

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chair Gustafson called the meeting to order at 7:00 p.m. and noted all members present except Commissioner Ryan and Commissioner Mowry. A quorum was declared.

2. APPROVAL OF MINUTES

Commissioner Moyer moved to approve the minutes of the July 12, 2012, meeting as presented. Commissioner Dibben seconded the motion and it passed unanimously.

3. OLD BUSINESS

Item No. 1 – Case No. FP-07-01-12 – Final Plat for Alexander Addition, to the City of Junction City, Kansas.

Chair Gustafson opened the discussion on the request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, owner, requesting final plat approval for Alexander Addition, a 6.5 acre tract with an existing house located along McFarland Road and south of the former Country Club property. The Chair noted this case was continued from the July 12th meeting.

Mr. Yearout stated the staff report addresses the various issues raised by the Planning Commission at the last meeting and that the applicant was to provide information regarding those issues. The developer has not addressed the issues in question to date and it is staff's recommendation to continue this matter until the September meeting to allow the developer or developer's agent to work with City staff to address the items listed in the staff report. Mr. Yearout noted he had discussed this matter with Mr. Alexander earlier in the day and was advised the continuance was acceptable.

There being no further discussion, the Chair called for a motion.

Commissioner Watson moved that Case No. FP-07-01-12, concerning the request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, owner, for approval of the Alexander Addition to Junction City, Kansas, creating 5 lots on the north

side of McFarland Road on the former Dorothy Johnson property, be continued to the September meeting and that the developer or developer's agent work with staff to address the items stated in the staff report. Commissioner Dibben seconded the motion and it carried unanimously.

Item No. 2 – Case No. TA-07-01-12 – Public Hearing to consider an amendment to the Junction City Zoning Regulations.

Chair Gustafson reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations concerning the range of permitted home occupations and relative performance standards and asked for an updated staff report. The Chair noted this item was tabled at the July meeting to allow for further discussion and deliberation on the part of the Commission.

Mr. Yearout stated that after last month's discussion, staff attempted to separate the home occupation "uses allowed" into single family dwellings and duplex/multi family units. Mr. Yearout indicated that, after considerable evaluation and research, staff is recommending that home occupations be allowed by right in single family residences only. For anyone that wants to establish some type of business in a duplex or multiple family dwelling, a Special Use Permit can be sought. Mr. Yearout also pointed out that the proposed amendment takes into consideration the "storage" of product at the home (with guidelines) which is currently prohibited by the existing regulations. He reminded the MPC the problems with the current restrictions as noted in the staff report, and that this was begun of a desire to establish a "gun dealer" as a home occupation.

Commissioner Moyer stated he felt that limiting the home occupations to single family residences was best and the Special Use Permit for other areas a good idea.

Chair Gustafson asked for staff direction on permitting public comment. Mr. Yearout stated this is a continued public hearing and to allow for additional public input. Chair Gustafson asked for comments. There being no response, Chair Gustafson closed the public hearing and asked for any additional comments from the Commission or staff.

Mr. Yearout reiterated that the proposed text amendment provides a more realistic basis of the actual operations associated with home occupations occurring within the City. Currently any home occupation "storing" product is technically in violation of the existing regulations. The proposed amendment addresses that issue along with expanding on allowed uses and the standards for home occupations.

There being no further questions or comments, Chair Gustafson called for a motion.

Commissioner Mortensen moved that Case No. TA-07-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning permitted home occupations and the standards for home occupations, be recommended for approval to the City Commission of the City of Junction City with the changes noted and for the reasons stated at this public hearing. Commissioner Moyer seconded the motion and it passed unanimously.

4. NEW BUSINESS

Item No. 1 – Case No. Z-08-01-12 – Public Hearing to rezone property from “CSR” Service Commercial Restricted District and “CCS” Central Commercial Special District to “RM” Multiple Family Residential District.

Chair Gustafson opened the public hearing on the application of the Metropolitan Planning Commission to rezone from “CSR” Service Commercial Restricted District and “CCS” Central Commercial Special District to “RM” Multiple Family Residential District the residential properties generally bounded by Franklin Street on the east; 12th Street on the north; 10th Street on the south; and the alley east of Washington Street on the west in Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated this situation came to light when Self Help Housing applied for a building permit at the intersection of 11th & Franklin Streets. It was determined the property was commercially zoned and residential uses are prohibited. At the last meeting, the MPC voted to hold a public hearing to consider rezoning several residential properties in the immediate area to remove the nonconformity.

Mr. Yearout stated this application addresses the same issues as cases done earlier this year along 7th Street and areas around 8th Street and Eisenhower, which removed the commercial zoning for residentially used properties. Just as before, if a landowner wishes to retain the commercial zoning, they may do so if the parcel is identified.

Mr. Yearout indicated that several phone calls were received from property owners along Washington Street, most were concerned this was proposing to rezone their commercially-used properties to residential. Once staff explained the purpose was to make the residences conforming and no changes were being made to the commercial properties, there were no objections. The existing vacant lots will be rezoned to residential, with the exception of the one owned by JC Auto which abuts their property to the east.

Mr. Yearout stated that based on the reasons stated in the staff report and as stated at the public hearing, staff is recommending approval of the rezoning for residentially used properties as outlined.

There being no questions of staff, Chair Gustafson opened the hearing for public comment. There being no public comments or additional questions of staff, Chair Gustafson closed the public hearing and called for a motion.

Commissioner Moyer moved that Case No. Z-08-01-12, concerning the request initiated by the Metropolitan Planning Commission to consider the rezoning from “CSR” Service Commercial Restricted District and “CCS” Central Commercial Special District to “RM” Multiple Family Residential District the residentially used properties in the area generally bounded by Franklin Street on the east, 12th Street on the north, 10th Street on the south, and the alley east of Washington Street on the west be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Mortensen seconded the motion and it passed unanimously.

RECESS AS THE METROPOLITAN PLANNING COMMISSION AND CONVENE AS THE BOARD OF ZONING APPEALS.

Chair Gustafson declared the Metropolitan Planning Commission recessed and convened as the Board of Zoning Appeals.

5. OLD BUSINESS - None.

6. NEW BUSINESS

Item No. 1 – Case No. BZAV-08-01-12 – Public Hearing to consider a variance to decrease street yard setback.

Chair Gustafson opened the public hearing on the application submitted by Dan Pfizenmaier, Director of Self Help housing, agent, on behalf of Harold and Colin Glessner, owners, requesting a variance on the street yard setback along Franklin Street to allow for single-family home construction at 140 East 11th Street, Junction City, Kansas, and called for the staff report.

Mr. Yearout stated this property is within the area for rezoning as outlined in the case just heard by the MPC and recommended for approval to the Governing Body. It is anticipated the rezoning will be approved; therefore, it is appropriate to consider the variance request.

Mr. Yearout stated this request falls within the realm of the Board of Zoning Appeals authority to grant variances; provided, the five criteria standards are met which are outlined in detail in the staff report. This is a corner lot with a 50-foot width. The agent is requesting a variance from the required 25-foot set back along Franklin Street to reduce that to a 12-foot street side yard setback. The home will face 11th Street and the site plan indicates the required 25-foot front yard setback will be provided for 11th Street. The proposed setback along Franklin Street will still be greater than some of the existing homes along Franklin Street in that neighborhood.

Mr. Yearout indicated the proposed location of the home is not out of character with the neighborhood. He pointed out that most of the homes in this area and throughout older parts the city do not meet the setback requirements on corner lots. Also, strict application of the zoning regulation setback requirement would make construction of a new home on this lot an impossibility.

Mr. Yearout stated that after considering all the factors involved with a variance, staff is recommending approval of the requested variance for the reasons set out in the staff report.

There being no questions of staff, Chair Gustafson opened the meeting for public comments. The Chair acknowledged the presence of Dan Pfizenmaier and asked if he wished to speak. Mr. Pfizenmaier indicated he was present to answer questions, if any.

The question was asked if there would be any driveways to the home off of 11th Street or Franklin Street. Mr. Pfizenmaier stated the attached garage faces north and is accessible only from the alley along the north property line.

There being no further comments, Chair Gustafson closed the public hearing and called for a motion.

Commissioner Mortensen moved that Case No. BZAV-08-01-12, the request of Daniel Pfizenmaier, Director, Self Help Housing, agent, on behalf of Harold and Colin Glessner, owners, requesting a variance to decrease the Franklin Street setback for property located at 140 East 11th Street, Junction City, Kansas, to allow for construction of a new single-family home be so ordered by the Board of Zoning Appeals, thereby allowing the construction of the new home with a street side yard setback of 12 feet, based on the evidence and conclusions as stated in the staff report and as presented at this public hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – Case No. BZAV-08-02-12 – Public Hearing to consider a variance to decrease front yard setback.

Before the Chair could open the public hearing on this case, Mr. Yearout stated that a clerical error was reported by the applicant on the property owner notification letter. As a result, this case has been determined to have procedural errors and will be set for public hearing at the September meeting. The notice of public hearing will be republished and mailings sent to surrounding property owners. Mr. Yearout indicated no further action by the Board is necessary at this time.

ADJOURN AS BOARD OF ZONING APPEALS AND RECONVENE AS METROPOLITAN PLANNING COMMISSION

There being no further business for the Board, Chair Gustafson declared the Board of Zoning appeals adjourned and reconvene as the Metropolitan Planning Commission.

7. GENERAL DISCUSSION

Item No. 1 – Update on creation of MPO

Mr. Yearout stated discussions are continuing regarding the establishment of a Metropolitan Planning Organization (MPO) for the Manhattan area as required by federal law now that Manhattan has reached more than 50,000 in population. Mr. Yearout noted he attended a meeting in Manhattan relative to establishing boundaries of the MPO. A technical committee is being formed to work on getting boundaries established, and look at organizational and financial issues for the MPO. The plan for years has been to operate this through the Flint Hills Regional Council and include Junction City, Geary County and Fort Riley in the area. The final decision on what the MPO area looks like rests with the City of Manhattan.

Commissioner Watson asked if this area would be consistent with the US-77 corridor plan. Mr. Yearout stated the proposed boundary for Geary County would include all of the area included in the current construction program, but would not extend all the way to the north end of the County along Highway 77; and would not extend to the county line on K-18 Highway.

Commissioner Mortensen asked about the affect on Ft. Riley. Mr. Yearout said “none” regarding any internal improvements on post, but the planning should address issues

such as gate improvements and external transportation needs. As a result, Ft. Riley should be at the table.

Mr. Yearout also noted there will be some impact on the Comprehensive Plan for Junction City and Geary County, but we would still have control over transportation improvement planning for our jurisdiction.

Item No. 2 – Zoning Regulations – Churches and Schools

Mr. Yearout stated that the Metropolitan Planning Commission requested other interested stakeholders be invited for further discussion of this item before considering a possible zoning text amendment. Mr. Yearout recognized that Mr. Tom Weigand, Executive Director of the Chamber of Commerce, was present. He stated that the Economic Development Commission was also notified.

Mr. Yearout reviewed the staff report on this issue. He stated the staff is inclined to encourage that churches and schools require a Special Use Permit in order to establish a new location. Further, there should be some consideration to prohibiting them in some commercial and industrial districts because of the incompatibility of uses. This is especially true in commercial districts that allow restaurants and drinking establishments because of the impact on licensing of those facilities when close to a church or school.

Mr. Weigand confirmed that point and stated the Economic Development Commission was only concerned about the need to be more involved in where these uses can go and to use the approval process to mitigate problems and limit potential conflicts.

Mr. Yearout noted this topic will be addressed at the Planning and Zoning Workshop in Wichita and that it may be appropriate to obtain that input before drafting a final recommendation. The MPC agreed and the consensus was to have a draft prepared for review at the September meeting based on the information obtained at the Workshop.

8. ADJOURNMENT

Commissioner Mortensen moved to adjourn, Commissioner Moyer seconded the motion and it passed unanimously. Chair Gustafson declared the meeting adjourned at 8:09 p.m.

PASSED AND APPROVED this _____ day of September, 2012.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary

Backup material for agenda item:

- c. Consideration of Ordinance G-1117 and Resolution R-2674 Amendment for Right-of-way Management

City of Junction City City Commission Agenda Memo

November 6, 2012

From: Gregory S. McCaffery, Municipal Service Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: Adoption of a Right-of-way Management Ordinance and Related Permit Fees
Schedule

Objective: Consideration and Adoption of a Right-of-Way Management Ordinance within the Building and Construction, Title V, Chapter 595, Miscellaneous Provisions City Code, Referred to as Article IV, Right-of-way Management and Resolution for Related Fees.

Explanation of Issue: City through various franchise agreements and issuance of various right-of-way permits has looked to regulate the use, access and the right of use, within the City's rights-of-way over the years through Administrative, Franchise Agreements and issuance of right-of-way permits through the Department of Public Works and/ or Building & Codes Department.

Permits have been issued for a number of uses: utilities, pavement cuts, and other construction related activities. Some of these activities have been jointly issued through utility building permits and/ or other construction permits. Also, permits for utilities have been provided through prior franchise agreements.

These activities have resulted in numerous street cuts, many through newer streets, and at times poor construction methods being provided and/ or the lack of quality inspections being undertaken as a part of the overall construction process. This has resulted in several streets which have pavement settling, unnecessary open utility cuts, and an added long term maintenance costs to the City.

Through review of surrounding communities and their practices is recommended the City adopt a more formal Right-of-way Management ordinance whereby provisions would be set in place on requiring utilities and other related work to be bored and jacked when crossing a City paved street, and permits be pulled for any and all work within the City's right-of-way, with sufficient fees being established in order to cover the City's costs of such permitting and inspection related work.

Budget Impact: Through implementation the City will see a long term savings through a minimization of open cuts within paved streets and oversight of all activities within the Public rights-of-way of the City.

Alternatives: The City Commission has the following alternatives concerning the issue at hand. The Commission may:

1. Approve the Ordinance Adoption to _____.
2. Do not approve Ordinance Adoption
3. Modify the Ordinance Adoption as stated above.
4. Table the request.

Recommendation: City staff recommends the adoption of the Right-of-way Management ordinance, Ordinance G-1117 as presented and adoption of resolution _____, as presented.

Suggested Motion:

Commissioner _____ moves to approve adoption of the Right-of-way Management ordinance, Ordinance G-1117 and resolution R-2674. as presented.

_____.
Commissioner _____ seconded the motion.

Enclosures

ORDINANCE NO. G-1117

AN ORDINANCE RELATING TO RIGHT OF WAY MANAGEMENT IN THE CITY OF JUNCTION CITY, KANSAS BY REPEALING SECTIONS 595.120, 595.130, AND 540.140 OF ARTICLE II, ENTITLED "STREETS AND SIDEWALKS REGULATIONS," OF CHAPTER 595, ENTITLED "MISCELLANEOUS PROVISIONS," OF TITLE V, ENTITLED "BUILDING AND CONSTRUCTION," OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS; AND BY ADDING TO CHAPTER 595 OF TITLE V A NEW ARTICLE IV, ENTITLED "RIGHT OF WAY MANAGEMENT" CONTAINING NEW SECTIONS 595.510 THROUGH 595.630.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Sections 595.120, 595.130 and 595.140 of Article II, Chapter 595, Title V of the Code of Ordinances of the City of Junction City, Kansas are hereby repealed.

Section 2. A new Article IV, containing new Sections 595.510 through 595.630 is hereby added to Article II, Chapter 595, Title V of the Code of Ordinances of the City of Junction City, Kansas to read as follows:

ARTICLE IV. RIGHT OF WAY MANAGEMENT

SECTION 595.510: DEFINITIONS

For purposes of this Article, the following words or terms shall have the meanings given herein:

APPLICANT: Any person or entity seeking a permit from the City to conduct work in the right-of-way.

CITY: City of Junction City.

ENGINEERING DESIGN STANDARDS OF THE CITY: Standards for performing work within the City's right-of-way promulgated by the City Engineer from time to time.

ENTITY: A corporation, partnership, limited liability company, association, firm and any governmental agency, authority, board, agency or department.

FACILITIES: Including, but not limited to, any pipes, conduits, wires, cables, amplifiers, transformers, fiber optic lines, antennas, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, and other like equipment, fixtures and appurtenances used in connection with transmitting, supplying or

furnishing utility services, cable television, communications, signaling, electricity, water, natural gas, steam or other services or similar functions.

LIABILITY INSURANCE: An amount not less than the minimums as set by the City, to protect the City and in their capacity as such the governing body, officers, employees, and authorized agents thereof to the full extent indemnified hereunder from and against all claims by any person whatsoever for loss or damage from personal injury, death or property damage occasioned in any manner by the use of the right-of-way. This provision may be satisfied by supplying the City a letter of self-insurance and appropriate documentation verifying the applicant's ability to provide no less than the minimum coverage required.

OCCUPANT: Any person or entity that occupies, uses, or seeks to occupy or use, the right-of-way through facilities in the right-of-way. If the owner of any facilities leases, subleases, assigns or licenses the control or responsibility to any of those facilities to another person or entity, then the lessee, sublessee, assignee or licensee shall be deemed an occupant for that portion of such facilities.

PERSON: An individual or natural person.

RIGHT-OF-WAY: Only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, parkways, or boulevards dedicated or acquired as right-of-way.

UTILITY SERVICE: The providing, transmitting, supplying or furnishing cable television, communications, signaling, electricity, water, natural gas, steam or other similar service.

SECTION 595.520: POLICY

- A. It is the policy of the City to authorize use of public right-of-way for the overall public health, safety and welfare of the City. Any use of the public right-of-way shall be subject to the terms and conditions hereof, in addition to other applicable federal, state or local requirements.
- B. This Article also is designed to regulate excavations in the public right-of-way by providing, among other things, for the issuance of permits which grant the authority to utilize the right-of-way within the City.
- C. All users of the public right of way shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and are subject to all applicable laws, orders, rules and regulations adopted by governmental entities now or hereafter having jurisdiction. In addition, the users of the public right of way shall be subject to all technical specifications, design criteria, policies,

- resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the public right-of-way.
- D. It shall be the intent of the City that all right-of-way necessitating access across paved streets and/ or rights-of-way shall be bored and jacked within the City, unless engineering conditions document otherwise.

SECTION 595.530: REGISTRATION

Unless otherwise exempt by the terms of this Article, each occupant engaged in the business of providing, transmitting, supplying or furnishing utility service originating or terminating within the City or owning or controlling facilities within the public right-of-way shall file an annual registration statement on a form provided by the City. Prior to commencing any work, no occupant may construct, install, repair, remove, relocate, or perform any other work on any facilities or any part thereof in any City right-of-way without first being registered with the City.

SECTION 595.540: ANNUAL REGISTRATION STATEMENT

For purposes of complying with the annual registration requirement set forth in Section 595.530, every occupant shall provide the following information related to their use of the public right-of-way:

1. Identity and legal status of registrant, including related affiliates that are or may conduct activities listed in section 595.430.
2. Name, address, telephone number, e-mail address and fax number of the contact person responsible for the accuracy of the registration statement. This person shall also serve as the registrant's agent and further be responsible for the distribution of any information pursuant to this Article to the appropriate person in the registrant's organization.
3. List of contact persons, including the name, address, telephone number, e-mail address and fax number for the following areas: right-of-way maintenance, right-of-way construction, administration, and legal.
4. Name, address, telephone number, e-mail address and fax number of the local representative of registrant or operations center who shall be available at all times to act on behalf of registrant in the event of an emergency.
5. Nonproprietary description of registrant's existing or proposed facilities within the City.
6. Description of utility service registrant intends to offer or provide or is currently offering or providing to any person or entity in the City.

7. Information sufficient to determine whether the registrant is subject to franchising under State law.
8. Information sufficient to determine whether the registrant has applied for and received any certificate of authority required by the Kansas Corporation Commission to provide utility services in the City.
9. Information sufficient to determine that the registrant has applied for and received any construction permit, operating license or other approvals required by the Federal Communications Commission to provide telecommunications services in the City.
10. Such other information as may be required by the City reasonably related to the use of the public right-of-way.

Any material changes or modifications to the registration statement that affect the registrant's activities in the public right-of-way shall be submitted to the City within 30 days of such change or modification.

SECTION 595.550: PERMIT REQUIRED

- A. Any person or entity desiring to conduct work on any facilities in, along, across, under, or over public rights-of-way must first apply for and obtain a permit from the City in addition to any other permit or authorization to occupy public rights-of-way. If the facilities work must be done on an emergency basis, the person or entity conducting the work must notify the City at the first available opportunity and apply for any permits or authorizations from the City as soon as possible. Emergency work must comply with all applicable laws, rules and regulations.
- B. All applications or permits shall be submitted to the City Engineer or his or her designee on a form provided by the City with such information as required to allow the City Engineer to evaluate the application consistent with and necessary to accomplish the provisions of this Article.
- C. Each permit application shall be accompanied by the payment of the appropriate fee. Permit Fee shall be as set by resolution of the City Commission.
- D. The City Engineer shall review and cause the permit to be issued within 10 business days upon a showing that the applicant has met all the requirements of this Article. The City Engineer shall review the applications and base his or her decision in a competitively neutral and nondiscriminatory manner upon , but not limited to, the following:
 1. Submission of a complete application.
 2. Submission of the appropriate permit fee and bond.
 3. Designated project commencement and termination dates.
 4. Sufficient scheduling and coordination information.

5. Location and route of facilities in right-of-way.
6. Description of work to be done in right-of-way.
7. Proper restoration or protection of right-of-way.
8. Compliance with all applicable codes, rules and regulations.
9. Coordination plan with existing facilities for their removal or relation of affected facilities.
10. Applicant has properly registered pursuant to Section 595.530, if applicable.
11. Proof of liability insurance.
12. Other information as may be required to protect public health, safety and welfare.

E. The City Engineer may deny a permit request for any of the following reasons:

1. The applicant has failed to pay the permit fee for prior projects.
2. The applicant has failed to return the right-of-way to an acceptable condition under previous permits.
3. The work requested in the application will cause undue disruption to existing facilities.
4. The applicant has failed to provide all necessary permit application information.
5. The applicant is in violation of the provisions of this Article.
6. The applicant has rejected a reasonable, competitively neutral and nondiscriminatory justification offered by the City for requiring an alternate method or alternate route that will result in neither unreasonable additional installation expense nor diminution of service quality.
7. The specific portion of the public right-of-way for which the applicant seeks use and occupancy is environmentally sensitive as defined by state and federal law or lies within a previously designated historic district.
8. Any other reasons for which granting the permit would be detrimental to the public health, safety and welfare.

F. Prior to denial of a permit, the City shall provide the applicant with reasonable notice and opportunity to be heard and that said denial is necessary to protect the public health and safety and is imposed on a competitively neutral and nondiscriminatory basis.

SECTION 595.560: WORK REQUIREMENTS AND INSPECTIONS

A. The construction, operation, maintenance and repair of facilities located in the right-of-way shall be in accordance with applicable health, safety and construction codes as well as the Engineering Design Standards of the City.

- B. The applicant shall notify the City Engineer a minimum 2 business days in advance to schedule an inspection at the start any right-of-way work. Upon completion of all restoration activities the applicant shall schedule a closeout inspection with the same.
- C. The applicant shall provide all testing for materials and construction related activities as approved by the City Engineer, which shall certify the proper work completion within the right-of-way. The applicant shall pay all costs associated with such testing.
- D. Subject to the type of work within the right-of-way a two (2) year maintenance and guarantee bond maybe required. Such bond shall be provided upon satisfactory completion of the work.
- E. In addition to the required scheduled inspections, the City Engineer may chose to inspect the ongoing permitted work at any time to ensure that all requirements of this Article are being met by the applicant.
- F. At the time of any inspection, the City Engineer may order the immediate cessation of any work which poses a serious threat to health, safety or wellbeing of the public, or which does not conform to this Article or the conditions of the permit.
- G. All facilities shall be installed and located with due regard for minimizing interference with the rights and convenience of property owners, including the City.
- H. No applicant shall place or install facilities where they will damage or interfere with the use or operation of previously installed facilities, including but not limited to sidewalks, streets and portions or driveways or other pavement located within the public right-of-way, or obstruct or hinder other utilities.
- I. The applicant shall notify the office of the City Engineer upon completion of the work authorized by the permit.
- J. If available, applicants shall make a good faith attempt to co-locate their facilities with as many other utilities as possible so as to maximize the efficient allocation of space in the right-of-way. In instances where the City has placed conduit or ducting in the right-of-way, applicants shall install their faculties with the City conduit or ducting system, unless applicants can show a technological or other reasonable incompatibility preventing such placement.
- K. Any and all public rights-of-way damaged or disturbed during the facilities work shall be promptly and fully repaired or replaced to its full functional equivalence prior to be damaged or disturbed.

- L. Any contractor, agent, employee or subcontractor used for facilities work in the right-of-way must be properly licensed under the laws of the State and all applicable local ordinances and regulations. Each contractor, agent, employee or subcontractor shall be accountable for complying with the obligations hereunder to the same extent as the applicant. The applicant shall be ultimately responsible to ensure the contractor, agent, affiliate, employee or subcontractor fully complies with this Article and likely shall be responsible for all acts or omissions of such contractor, agent, affiliate, employee or subcontractor. Furthermore, upon written notice by the City, the applicant shall be responsible for promptly correcting acts or omissions by any contractor, agent, affiliate, employee or subcontractor.
- M. Within 90 days of completion of any facilities work in the right-of-way, applicant shall provide City with a complete set of “as built” drawings as to the format as described at the time of the permit issuance. Preliminary plans will satisfy this requirement so long as they accurately reflect the facilities work done.

SECTION 595.570: PERMIT FEES

- A. Every applicant for facilities work in the right-of-way, at the time of filing of the application, shall pay to the City a right-of-way permit fee, except that any State or local government shall be exempt from the permit application fee.
- B. The right-of-way permit fee shall be in such amount as approved by resolution by the City Commission
- C. Fees paid for a right-of-way permit which is subsequently revoked are not refundable.
- D. The City may also charge and collect all necessary repair and restoration costs.
- E. Stop work reinspection fees will be governed by other sections of these Codes.

SECTION 595.580: LIABILITY INSURANCE, PERFORMANCE AND MAINTENANCE BOND REQUIREMENTS

- A. Applicant shall file with the City evidence of liability insurance with an insurance company licensed to do business in Kansas. The insurance shall protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, death or property damage to the extent caused or alleged to have been caused by the acts or omissions of the applicant, or its agents.
- B. The Applicant shall be required to post a performance and maintenance bond conditioned upon the applicant’s performance of its obligations under this Article. The amount of the bond shall be **as adopted by resolution of the City Commission for permits and fees and no less than** the estimated cost of

restoring the right-of-way, whichever is greater. The term of the bond shall be for a term consistent with the term of the permit, plus two additional years, after satisfactory completion of the right-of-way work.

- C. In lieu of providing a performance and maintenance bond for work in the public right-of-way to be performed by a utility operating within the City, the utility may provide a blanket performance and maintenance bond in the minimum amount as adopted by resolution of the City Commission **and** covering all facilities work in the right-of-way for the calendar year. The form and substance of the performance bonds shall be subject to the approval of the City Engineer and the City Attorney. In the event the City Engineer determines that the individual performance bonds which would be required under Section B would for such utility would, in the aggregate, exceed required bond amount during the current calendar year, the City Engineer shall notify the applicant, and prior to doing any additional facilities work the applicant shall increase the amount of the performance and maintenance bond required by this Section C in the amount required by the City Engineer.
- D. A copy of the liability insurance certificate and performance and maintenance bond must be on file with the City Clerk.

SECTION 595.590: FAILURE TO RESTORE RIGHT-OF-WAY

If the applicant fails to restore the right-of-way in the manner and to the condition required by this Article, or any applicable City ordinance, rule or regulation, or fails to satisfactorily and timely complete all restoration required by the City, the City shall issue written notice of violation giving the applicant 10 days to restore the right-of-way in the manner and condition required by this Article. If the applicant fails to make the required repairs as required by the City, the City may complete said repairs and charge applicant and/ or owner the costs of said repairs. If the City incurs damages as a result of a violation by applicant of this Article, the City shall have a cause of action against applicant for violation of this Article and may recover damages, including the cost of repair and attorney's fees, against the applicant.

SECTION 595.600: RELOCATION OF FACILITIES.

- A. The City will attempt, in good faith, with as much notice as possible, prior to the need for the relocation, provide affected utilities of publicly funded City projects requiring relocation of facilities in the right-of-way. In any event, no later than 90 days from written notice by the City, any occupant with facilities in the right-of-way shall, at its own expense, temporarily, or permanently remove or relocate, change or alter the position of any facilities within the right-of-way whenever the City has determined that such removal, relocation, change or alteration is reasonably necessary for:

1. Construction, repair, maintenance or installation of any City or other publicly funded project or improvement in or upon the public ways; and/or
 2. Operations of the City in and upon the right-of-way.
- B. Whenever possible, the relocation, change or alteration of any facilities shall be underground unless waived by the City Engineer. The City Engineer may waive this underground requirement for technical reasons or if underground placement would cause severe economic hardship to the occupant.
- C. Relocation of facilities must be completed no later than 90 days from the date written notice was provided to the occupant by the City. This time period may be extended by the City Engineer for good cause as demonstrated by the occupant.
- D. Any relocation of facilities at the City's request must comply with all City ordinances except that the occupant shall not be required to pay any permit fees.
- E. The City shall provide occupant written notice of the failure to properly remove or relocate facilities. After 14 days from said written notice and in the event an occupant fails to remove, relocate or otherwise rearrange any facilities, the City may, at its option and in addition to the imposition of any penalties or any other remedies available, undertake or cause to be undertaken, such necessary removal or relocation. Any damages suffered by the City or its contractors as a result of such occupant's failure to timely remove or relocate its facilities shall be borne by such provider. Future permit applications may not be granted to the same or related occupant until such time as those facilities are removed or relocated. The City shall have no liability for any damage caused by such removal or relocation and the occupant shall be liable to the City for all reasonable costs incurred by the City in such removal or relocation.

SECTION 595.610: ABANDONMENT/REMOVAL OF FACILITIES.

- A. An occupant who has determined to discontinue its operations in the City must either:
1. Provide information satisfactory to the City that the occupant's obligations for its facilities under this Chapter have been lawfully assumed by another occupant; or
 2. Submit to the City a proposal and instruments for dedication of its facilities to the City. If an occupant proceeds under this clause, the City may at its option;
 - a. Accept the dedication for all or a portion of the facilities; or
 - b. Require the occupant, at its own expense, to remove the facilities in the right-of-way at ground or aboveground level; or

- c. Require the occupant to post a bond or provide payment sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the facilities; or
 - d. Initiate statutory eminent domain proceedings.
- B. Any occupant who has abandoned facilities in any City right-of-way shall remove it immediately unless such removal would cause unnecessary disruption and destruction to existing facilities or the right-of-way. For purposes of this Chapter, “abandoned facilities” shall mean any facilities that have not been used for the purpose for which they were constructed over a continuous period of 12 months. The City will notify occupants in writing of their intentions to proceed with this Section. The occupant shall have 60 days to remove or otherwise remedy the situation to the satisfaction of the City. In addition to any other remedy available in law or equity, where facilities are abandoned, the City may either, take possession of the facilities, abate the facilities or require the occupant or the successor in interest to the occupant to remove the facilities at their expense.

SECTION 595.620: LIABILITY

Every applicant and occupant shall assume all liability for work which it performs in the right of way and shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, liability and suits of every kind and nature, including bodily injury, death and property damage or other harm, to the extent that is if found by a court of competent jurisdiction to be caused by the negligent actions or omissions of the applicant or any agent, employee, contractor or subcontractor of applicant. The indemnity provided by this section does not apply to any liability resulting from the negligent actions or omissions of the City, its officers, employees, agents, contractors or subcontractors. If an applicant and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Kansas without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This subsection is solely for the benefit of the City and applicant and does not create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 595.630: PENALTY

Failure to comply with the provisions of this Article by any person or entity shall be deemed a public offense, punishable by up to \$500.00 per violation, per day. Each day a violation of this Article occurs shall constitute a separate public offense. Any penalty imposed by this provision shall be in addition to any other remedy at law or equity available to the City arising out of applicant’s activities in the public right-of- way.

RESOLUTION R- 2674

A RESOLUTION CONCERNING THE ADOPTION OF FEES, RATES AND PERMIT COSTS FOR THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, the City of Junction City, Kansas, has established requirements for the use, access and right of use, for the Public rights-of-way within the City of Junction City; and,

WHEREAS, the City's Right-of-way Management Ordinance will set in place standard practices for the management of City rights-of-way; and,

WHEREAS, the City through the ordinance has indicated the costs of permit fees, inspection, bonds and insurance costs shall be paid by the applicant as adopted through resolution from time to time, by the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

1. Right-of-way Permit Fee shall be a minimum of \$100.00. The minimum fee shall apply when the project is for access across rights-of-way and the City's review, approval and inspection are limited to initial review of the application and one inspection at the commencement and one inspection at the conclusion of the work. The minimum fee shall be increased for each project which includes more than a single access across rights-of-way and/or which otherwise requires more than two inspections. The additional fee shall be determined by the City Engineer based upon the actual costs of labor & materials for additional inspections, plus 10% for overhead of the City.
2. Right of Way Permits shall also require Performance and Material Bond shall be a minimum \$2,000 and/or equal to 150% of the cost of the right-of-way restoration work, whichever is greater.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS THIS 6th DAY OF NOVEMBER, 2012.

Pat Landes, Mayor

Attest:

Tyler Ficken, City Clerk

Backup material for agenda item:

- d. Consideration of Ordinance G-1118 and Resolution R-2673 a Grease Management Program Ordinance within the Utilities, Title VII, Chapter 705, Sewers, of City Code, Referred to as Article III, Grease Management Program.

City of Junction City

City Commission

Agenda Memo

November 6, 2012

From: Gregory S. McCaffery, Municipal Service Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: Adoption of a Grease Management Program Ordinance and Related Permit Fees Schedule

Objective: Consideration and Adoption of a Grease Management Program Ordinance within the Utilities, Title VII, Chapter 705, Sewers, of City Code, Referred to as Article III, Grease Management Program and Resolution for Related Fees.

Explanation of Issue: The City through various operations and maintenance of the sanitary sewer collection system and lift stations, have been experiencing a large increase in the number and frequency of sanitary sewer overflows and significant grease (Fats, Oil and Grease) build up at the sanitary lift stations and various manholes within the system over the last year. While the City has in-place minimal requirements for grease traps and interceptors, these provisions have not been enough in providing guidance on installation of correct systems, use of Best Management Practices (BMP's) and ensure of continual compliance.

Through discussions with the City's Wastewater Treatment staff (Veolia Water), Building & Codes Department and Department of Public Works and a review of surrounding communities and their practices it is recommended the City adopt a more formal Grease Management Program ordinance whereby provisions would be set in place on requiring the installation of correct grease traps and interceptors systems and the insurance of continued maintenance of these systems within the City's sanitary collection system, with sufficient fees being established in order to cover the City's costs of such permitting and inspection related work.

Budget Impact: Through implementation the City will see a long term savings through a minimization of sanitary sewer overflows and mechanical issues at the lift stations within the sanitary system of the City.

Alternatives: The City Commission has the following alternatives concerning the issue at hand. The Commission may:

1. Approve the Ordinance Adoption to _____.
2. Do not approve Ordinance Adoption
3. Modify the Ordinance Adoption as stated above.
4. Table the request.

Recommendation: City staff recommends the adoption of the Grease Management Program ordinance, Ordinance G-1118 as presented and adoption of resolution R-2673, as presented.

Suggested Motion:

Commissioner _____ moves to approve adoption of the Grease Management Program ordinance, Ordinance G-1118 and resolution R- 2673. as presented.

_____.
Commissioner _____ seconded the motion.

Enclosures

ORDINANCE NO. G-1118

AN ORDINANCE RELATING TO GREASE (FATS, OIL AND GREASE) MANAGEMENT REGULATION WITHIN THE SANITARY SEWER SYSTEM IN THE CITY OF JUNCTION CITY, KANSAS BY REPEALING SECTION 705.130, ENTITLED "GREASE, OIL, AND SAND INTERCEPTORS – WHEN," OF ARTICLE I "PUBLIC AND PRIVATE SEWERS-GENERAL PROVISIONS," OF CHAPTER 705 "SEWERS," OF TITLE VII "UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS; AND BY ADDING TO CHAPTER 705 A NEW ARTICLE III ENTITLED "GREASE MANAGEMENT PROGRAM" CONTAINING NEW SECTIONS 705.310 THROUGH 705.370.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Section 705.130 of Article I of Chapter 705 of Title VII of the Code of Ordinances the City of Junction City, Kansas is hereby repealed.

Section 2. A new Article III, Sections 705.310 through 705.370, is hereby added to Article I of Chapter 705 of Title VII of the Code of Ordinances of the City of Junction City, Kansas to read as follows:

ARTICLE III. GREASE MANAGEMENT PROGRAM

SECTION 705.310: DEFINITIONS

For purposes of this Article, the following words or terms shall have the meanings given herein:

AUTOMATIC GREASE REMOVAL DEVICE: A plumbing appurtenance that is installed in a sanitary drainage system to intercept free-flowing fats, oils and grease from wastewater discharge. Such a device operates on a time- or event-controlled basis and has the ability to remove free-floating fats, oils, and grease automatically without intervention from the user, except for maintenance.

FACILITIES: Including, but not limited to, any building, structure, sewer lines, sewer mains, vaults, appliances, attachments, equipment, structures, manholes, and other like equipment, fixtures and appurtenances used in connection with transmitting, supplying or furnishing sanitary sewage services,

GREASE INTERCEPTOR: A plumbing appurtenance that is installed in a sanitary drainage system to intercept oily and greasy wastes from a wastewater discharge. Such device has the ability to intercept free-flowing fats and oils.

GREASE-LADEN WASTE: Effluent discharge that is produced from food processing, food preparation or other sources where grease, fats, and oils enter automatic dishwasher pre-rinse stations, sinks or other appurtenances.

**SECTION 705.320: GREASE DISCHARGE PERMIT REQUIRED;
APPLICATION, TERM AND FEE.**

- (a) It shall be unlawful for any person to operate a facility in which grease-laden waste is produced without obtaining a valid grease discharge permit for the facility. Provided that, "facility" shall not include any individual dwelling unit as such term is defined by the latest adopted building code of the City.
- (b) The owner, manager, or agent of a facility shall make written application to the Director of Public Works, or his designee, on the form furnished by the City. The application shall be accompanied by the appropriate fee. Permits issued pursuant to this Article are nontransferable. A new permit application and fee shall be required for each change of ownership of a licensed facility.
- (c) The owner, manager or agent of a facility subject to this permit, existing as of December 31, 2012, must submit a complete application and the permit fee prior to June 1, 2013. The person shall be deemed to be licensed while the application is pending, until such license is denied. The owner, manager or agent of a facility subject to this permit, that comes into existence after June 1, 2013, must submit such complete application and registration fee prior to producing any grease-laden waste at the facility.
- (d) The term of the permit shall be from January 1 through December 31 of each calendar year. Permit fees shall not be pro-rated for permits in effect for less than the full calendar year.
- (e) The Director of Public Works, or his designee, shall issue or renew a permit for a facility that complies with the terms of this Article. The Director of Public Works may modify the terms and conditions of any permit, in order to protect the sanitary sewer system. The permit holder shall receive at least 30 days notice of such modification, except in the event of an emergency.
- (f) The permit fee shall be as adopted by the City Commission for each grease interceptor and automatic grease removal device used at a facility. The permit fee shall be doubled if the permit is not obtained or renewed, or the fee is not paid, within 30 days of when the permit or fee is required.

SECTION 705.330: CONDITIONS OF THE GREASE DISCHARGE PERMIT.

Each facility with a grease discharge permit is subject to the following requirements, and such requirements shall apply to the issuance, and the continued validity, of such permit:

- (a) Each facility shall install and maintain grease interceptors or automatic grease removal devices as required by the latest adopted plumbing code of the City. If the facility's existing grease interceptors or automatic grease removal devices are not adequately sized for the facility's activities, the facility shall replace the devices to meet the requirements of the latest adopted plumbing code of the City.
- (b) The permit holder shall maintain, and shall require all employees, agents, and other representatives to maintain, the grease interceptors and automatic grease removal devices in accordance with the requirements of Section 705.320.
- (c) The permit holder shall allow the facility to be inspected by the City, and the permit holder shall make the grease interceptors and automatic grease removal devices accessible and exposed for inspection purposes, in connection with the issuance or renewal of a grease discharge permit, or at any reasonable time, without prior notice, to confirm the permit holder's compliance with this Article. Such inspections may include measuring, testing, or sampling.

SECTION 705.340: MAINTENANCE OF GREASE INTERCEPTORS AND DEVICES; BEST MANAGEMENT PRACTICES; INSPECTION.

- (a) It shall be unlawful for any person to discharge grease-laden waste into the sanitary sewer collection system. It shall be unlawful for the permit holder to direct or allow any person to discharge grease-laden waste into the sanitary sewer collection system.
- (b) The grease interceptors and automatic grease removal devices shall be maintained to ensure that they operate continually, effectively, and as designed.
- (c) If grease-laden waste spills onto the public right-of-way, parking area, driveway, or other location that may cause run-off into the stormwater management system, the spill shall be immediately cleaned-up in a manner that complies with State and Federal guidelines. The permit holder shall notify the Director of Public works, or his designee, that such spill occurred by the next business day. If the permit holder fails to clean the spill, to the City's satisfaction, then the spill constitutes, and shall be treated as, a nuisance pursuant to Chapter 235 of the City Code.

- (d) The permit holder shall have all grease interceptors and automatic grease removal devices inspected by a city-licensed plumber annually. The results of the inspection shall be reported on a form produced by the City and shall be submitted to the City within fifteen (15) days of the inspection date. If the licensed plumber notes deficiencies in a grease interceptor or automatic grease removal device, the permit holder shall make necessary repairs to ensure compliance with this Article within thirty (30) days of the date of the inspection, unless an extension is approved by the Director of Public Works. The permit holder shall provide documentation of such repairs to the Director of Public Works, and allow inspections thereof, within fifteen (15) days of the completion of the repairs. If the permit holder fails to meet the reporting deadlines, the permit holder shall owe and pay a late fee as adopted by the City Commission for these provisions.

SECTION 705.350: DENIAL, SUSPENSION, OR REVOCATION OF PERMIT.

- (a) The Director of Public Works may deny, revoke, or suspend a license for any of the following reasons:
- (1) Failure to submit a complete application or pay any fees;
 - (2) Fraud, misrepresentation, or false statement in the permit application or inspection and repair records; or,
 - (3) Failure to comply with any of the provisions of this Article or City ordinance.
- (b) Such denial, revocation, or suspension shall not become effective until the applicant/permit holder has been served with a notice of such. The notice shall state the reason for noncompliance and include a time period for the applicant/permit holder to comply. Service may be accomplished by personal service, service by restricted mail showing the date and to whom the mail was delivered, or by regular mail if restricted mail has been refused by the addressee. Service by personal service or by restricted mail shall be deemed complete as of the date of such service. Service by regular mail shall be deemed complete three (3) days after the City has placed the notice in the U.S. mail. Such notice shall inform the applicant/permit holder of the action taken and shall notify the person of the right to appeal, pursuant to section 705.360. Such action shall be effective upon the seventh day following service upon the applicant/permit holder, unless an appeal is filed. If an appeal is filed, such action shall be stayed until the final written decision on the appeal is rendered.
- (c) In any suspension of the license, the director of public works may place such conditions upon the suspension as it deems advisable, including the

continued production of grease-laden waste under the stated provisions. Any conditions of the suspension shall be set forth in the notice.

SECTION 705.360: EMERGENCY SUSPENSION

The Director of Public Works may immediately suspend the wastewater treatment service when, in the option of the Director, such suspension is necessary to stop an actual or threatened discharge which presents or may present an imminent or substantial danger to the public health, safety and welfare, or to prevent interference with, or a threat to, the sanitary sewer collection system. If the person notified of such suspension fails to comply with the order, the Director may take steps necessary to block or sever the connection to the sanitary sewer collection system. The person may file a written appeal to such order with the City Commission, of the order being made. The service shall remain suspended during the appeal period. Service shall be re-stated when the condition causing the threat is corrected, or if the person successfully appeals the Director's order.

SECTION 705.370: PENALTY

Failure to comply with the provisions of this Article by any person or entity shall be deemed a public offense, punishable by up to \$500.00 per violation, per day. Each day a violation of this Article occurs shall constitute a separate public offense. Any penalty imposed by this provision shall be in addition to any other remedy at law or equity available to the City arising out of applicant's activities in the public right-of- way.

SECTIONS 705.380 – 705.390 RESERVED

RESOLUTION R- 2673

A RESOLUTION CONCERNING THE ADOPTION OF FEES, RATES AND PERMIT COSTS FOR THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, by Ordinance No. _____ the City of Junction City, Kansas, has established requirements for the installation and inspection of grease interceptors and removal devices within the City of Junction City; and,

WHEREAS, the City's Grease Management Program Ordinance will set in place standard practices for the management of City grease interceptors and removal devices; and,

WHEREAS, the City through the ordinance has indicated the costs of permit fees, inspection, late fee costs shall be paid by the applicant as adopted through resolution from time to time, by the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

The following permit fees, inspection fees and late fee costs are hereby established as set forth in Ordinance No. _____:

- | | | |
|----|--------------------------------------------------------------------|-------------------------------------------|
| 1. | Grease Trap Interceptor and/ or
Automatic grease removal device | \$ 50.00 per unit
annual permit fee |
| 2. | Grease Trap Interceptor and/ or
Automatic grease removal device | \$35.00 per site
annual inspection fee |
| 3. | Late Fee and/or non-permitted activity | \$100.00 per unit
per occurrence |

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS THIS 6th DAY OF NOVEMBER, 2012.

Pat Landes, Mayor

Attest:

Tyler Ficken, City Clerk